



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

November 19, 2019

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- October 15, 2019 Regular Minutes

Administrator Comments

Public Hearings for the Following Ordinances

[None scheduled.]

Third Reading of the Following Ordinances

[None scheduled.]

Second Reading of the Following Ordinances

[None scheduled.]

First Reading of the Following Ordinances

Ordinance 2019-23 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO.”

Ordinance 2019-24 “AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

[None scheduled.]

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Discussion Regarding Action Items

New Electrical Service for Mobile Mine Duty Crushing Plant /

Rock Quarry/ Amount: Project: \$261,800.00

10% Contingency: \$ 26,180.00

Total Award: \$287,980.00

On June 19, 2018, Council approved the award / purchase of a new mobile mine duty crushing plant. The new mobile mine duty crushing plant will produce the quantity of product needed to meet demand. That plant consists of eight (8) components - one (1) jaw crusher (UJ640), one (1) primary cone crusher (US550E), one (1) tertiary cone crusher (UH550E), two (2) screen decks (QA441), three (3) mobile stackers (Trackstack 8042TSL) and multiple conveyor belts. These components are designed to be powered by electricity or diesel for maximum efficiency. An upgrade of the electrical system is required to support the new machines. Blue Ridge Electric, Coop is the power supplier and they have completed the supply lines to provide the required voltage to support the load of the new plant.

This project consists of furnishing all labor, materials and equipment for the new electrical service and switch.

On October 29, 2019, formal sealed bids were opened. Fifteen (15) companies were originally notified of this bid opportunity. Two (2) companies submitted no bids. Four (4) companies submitted bids with two (2) being rejected. MSW Electrical Contractors, located in Anderson, SC, submitted the lowest responsible responsive bid in the amount of \$261,800.00. A 10% contingency (\$26,180.00) is requested to account for any unforeseen items that may arise.

It is the staff's recommendation that Council [1] approve the award of ITB 19-04 New Electrical Service for Mobile Mine Duty Crushing Plant to MSW Electrical Contractors of Anderson, SC in the amount of \$261,800.00 plus contingency in the amount of \$26,180.00 for a total award of \$287,980.00 and [2] authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Michelin Tires from State Contract / Vehicle Maintenance / \$40,000.00

Budget: \$40,000.00 / Project Cost: \$40,000.00 / Balance: \$0.00

In August of 2014, Council approved the purchase of Goodyear tires as needed from Super Service Tire and Alignment of Walhalla, SC, for an estimated amount of \$90,000.00 for FY 2014-2015 through FY 2019-2020. On November 5, 2019 the SC Materials Management Office advised the County that Super Service of Walhalla, SC was added to the distributor list for Michelin Tires, State Contract Number(s)_Michelin #4400012720 and Super Service #4400022786. Vehicle Maintenance has budgeted an estimated \$40,000.00 for the purchase of Michelin Branded Tires for FY 19-20 making the total estimated amount spent with Super Service of Walhalla \$130,000.00. Vehicle Maintenance purchases tires as needed for County vehicles such as, but not limited to police pursuit tires for law enforcement vehicles, auto radial for passenger vehicles and light/medium radial for trucks. Staff is requesting Council approve the award of Michelin Branded Tires to Super Service of Walhalla in the amount not to exceed \$40,000.00.

It is the staff's recommendation that Council approve the purchase of Michelin tires as needed

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from Super Service Tire & Alignment of Walhalla, SC in the amount not to exceed \$40,000 for fiscal year 2019-2020.

911 Server Environment Upgrade / Communications / \$126,490.35

Budget: \$126,500.00 / **Project Cost:** \$126,490.35 / **Balance:** \$9.65

This proposed upgrade provides version and security updates for the Windows server operating system, as well as, hardware upgrades for the core server environment powering the Oconee County 911 center. The current version of the Windows server operating system is scheduled for end-of-life in January 2020; this upgrade is vital to the security of the Public Safety Answering Point (PSAP) network. Additionally, the upgrade provides new hardware to replace the aging physical servers currently in use.

It is the staff's recommendation that Council approve the purchase of the 911 Server Environment Upgrade from CDW-G of Vernon Hills, IL in the amount of \$126,490.35.

Six (6) Pumper Fire Trucks with Loose Equipment / Emergency Services / \$2,043,241.00

Budget: \$2,300,000.00 / **Project Cost:** \$2,043,241.00 / **Balance:** \$256,759.00

These Fire Trucks are Pierce Pumpers built on Freightliner M2-106 two door cab and chassis with Cummins L9 350 HP Diesel engines, Allison EVS 3000 automatic transmissions, Waterous CSU 1250 pumps, UPF 1000 gallon tanks, Whelen LED lighting and will include loose equipment. These apparatuses will be built in accordance to NFPA (National Fire Protection Association). We will be purchasing One (1) Side Mount Pumper at \$338,576.00 and Five (5) Top Mount Pumpers at \$1,704,665.00 (\$340,933.00 each).

It is the staff's recommendation that Council approve the award of Six Pumper Fire Trucks to Spartan Fire and Emergency Apparatus of Roebuck, SC in the amount of \$2,043,241.00.

Council consideration and approval of adding a full time position for a Life After Lockup participant, when he is released from Oconee County Detention Center

The inmate came to the OCDC on 01/25/19 from SCDOC as part of the designated facilities agreement between the Oconee County Detention Center and SC. Department of Corrections. He was assigned in house janitorial duties. We soon realized that he had a lot of knowledge and training in HVAC and refrigeration from his life outside the prison system. He began working not only on the Detention Center HVAC system but also the Sheriff's Office. He has saved the Department numerous service fees on our air conditioning and most of our kitchen equipment over the past summer. We calculated our expenses just for the labor that we saved from having him do the work. The amount saved has been so far this year has been a total of \$13,824.00.

It is staff's recommendation that Council approve this request for Oconee County from the Sheriff's Life After Lockup Program.

Council approval to allocate matching funding not to exceed \$300,000 to the City of Seneca / Oconee County Electric Bus Expansion Project Grant No. SC-2018-018-00

In 2016, the City of Seneca applied for a Low or No Emission Program with the DOT/Federal Transit Administration. They received \$1,450,000 Federal Funds and the local match of \$500,000 for a total project cost of \$1,950,000. Oconee County provided a commitment letter of \$300,000 towards the matching dollars in April 2016. Due to delays in production, the requirement for allocating funding was not necessary at the time of approval. The matching funding has been included in, and approved in the Oconee County FY2019-2020 budget. This match is for the purchase of two 35-foot Proterra Catalyst Buses.

It is staff's recommendation to approve the allocation of matching funds in an amount not to exceed \$300,000.

Request Council approval for funding allocation in the amount of \$3,000 for Golden Corner Food Pantry

Documentation for Golden Corner Food Pantry in backup materials

The mission of the food pantry is to provide emergency and supplemental food to the disadvantaged and low-income residents of Oconee County. In 2018, the Golden Corner Food Pantry served an average of 1,139 households and 2,253 individuals per month through our Daily and Senior Programs, providing about 1.2 million pounds of food. We were also able to assist 850 households with nearly 1,000 requests for help other than food through our Make Life Better program. These requests included help with clothing, employment, utilities, and health care. Funds will be used to purchase food from the Golden Harvest Food Bank and local grocery stores for distribution to disadvantaged and low-income families and seniors in our community.

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]

***Building Codes Appeal Board.....1 At Large Seat**

***Arts & Historical Commission.....District III**

***No questionnaires on file for the seats listed above**

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required]

[None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required]

[None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discussion regarding an Economic Development matter, Project Aztec.

[2] Discussion regarding an Economic Development matter, Project Bolt.

~~*—Discussion regarding an Economic Development matter, Project Zeta 2.*~~

[3] Discussion regarding an Economic Development matter, Project Anvil.

[4] Discussion regarding an Economic Development matter, Project Trout.

[5] Discussion regarding an Economic Development matter, Project Blue Bell.

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[6] Receive legal advice and discuss opioid litigation.

[7] Discussion regarding personnel matters related to the Auditor, Delinquent Tax, and Treasurer's Offices.

First & Final Reading for the Following Resolutions

Resolution 2019-21 "A RESOLUTION TO OPT OUT OF THE NATIONWIDE CLASS CERTIFIED FOR NEGOTIATION PURPOSES IN *IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION*, MDL 2804."

OR

Resolution 2019-21 "A RESOLUTION TO REMAIN IN TO THE NATIONWIDE CLASS CERTIFIED FOR NEGOTIATION PURPOSES IN *IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION*, MDL 2804."

Discussion Regarding Action Items

Authorize the County Administrator to execute and deliver a purchase and sale agreement on behalf of Oconee County in relation to Project Aztec

Authorize County Administrator to execute and deliver a letter of support in relation to Project Bolt

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2019-23**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 and Title 12, Chapter 37 (jointly hereinafter the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute an infrastructure tax credit agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Technology Solutions of SC Inc., a company duly incorporated under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Infrastructure Tax Credit Agreement (the "ITC Agreement") for the purpose of assisting the Company in acquiring and expanding, by construction and purchase, certain machinery, apparatus, and equipment, for the purpose of providing information technology services for which the minimum level of new taxable investment will be not less than Five Hundred Thousand Dollars (\$500,000) in new qualifying taxable investment in the County, beginning with investments made on and after January 1, 2019; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project and of infrastructure within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council has determined to enter into and execute the ITC Agreement and to that end and will by this County Council Ordinance, authorize an ITC Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax for the Project in the Park (defined herein); and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the site at which the Project is to be constructed or equipped, is located in a multi-county industrial/business park established November 18, 2013 between the County and Pickens County and previously consented to by the City of Seneca (the "MCIP" or the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County does hereby agree, to provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of such payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments for the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty) on or before January 15, 2020 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point.

WHEREAS, the County desires to assure that the Infrastructure Credit is repaid to the County should the Company fail to timely make the investment required herein.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to develop a facility and infrastructure in the State, and acquire by acquisition or construction and various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of the development or expansion of a facility for the provision of information technology services, the execution and delivery of an ITC Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(c) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, infrastructure, and addition to the tax base of the County, are proper governmental and public purposes;

(d) The inducement of the location and continued expansion of the Company within the County and State is of paramount importance; and,

(e) The benefits of the Project will be greater than the costs.

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Thirty percent (30%) of the Fee Payments from the Project in the Park pursuant to the Park Agreement, beginning with the Fee Payment due (without penalty) not later than January 15, 2020.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Tax Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

Section 4. The form, terms and provisions of the ITC Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the ITC Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and

the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of ITC Agreement now before this meeting.

Section 5. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the ITC Agreement and the performance of all obligations of the County under and pursuant to the ITC Agreement and this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 17th day of December 2019

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading:	November 19, 2019
Second Reading:	December 3, 2019
Public Hearing:	December 17, 2019
Third Reading:	December 17, 2019

INFRASTRUCTURE CREDIT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

TECHNOLOGY SOLUTIONS OF SC INC.
a South Carolina corporation

Dated as of December 1, 2019

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SIGNATURES AND SEALS

EXHIBITS A & B

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of December 1, 2019 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and TECHNOLOGY SOLUTIONS OF SC INC., a company incorporated and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the purpose of the providing information technology services in order to enhance the economic development of the County and the City of Seneca; and

WHEREAS, in accordance with the provisions of an Ordinance dated December 17, 2019, between the Company and the County, the Company has determined that it intends to expand its manufacturing and/or office buildings, including machinery and equipment, on the tract of land (the "Land") described on the attached Exhibit A (those improvements to the Land, including such personal property as may be located thereon, which are made subsequent to January 1, 2019 are hereinafter collectively referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve an investment of not less than \$500,000 in new (investments made on or after January 1, 2019) qualifying taxable investment in the County, all by not later than December 31, 2023. Should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new (on or after January 1, 2019) qualifying taxable investment in the County on or before December 31, 2023, the Infrastructure Credit provided shall be terminated and any amounts already received by the Company shall repaid to the County by the Company on or before March 31, 2024; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County has (i) included the Project site in the Park with Pickens County, and is providing herein an infrastructure credit against payments in lieu of taxes attributable to the Project in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park for five (5) consecutive years of fee in lieu of tax payments attributable to the Project pursuant to the Park Agreement. No Infrastructure Credit will be due to the Company for fee in lieu of tax payments attributable to property in the Park due on or before January 15, 2019.

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Oconee County (the "Oconee Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on December 17, 2019, following a public hearing held on December 17, 2019, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

"Company" shall mean Technology Solutions of SC Inc., its successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement, but on or after January 1, 2019, in any event: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds

and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

"Infrastructure Credit" shall mean the credit against the Company's fee in lieu of tax payments attributable to the Project, to reimburse the Company for some of the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

"Oconee Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Pickens County.

"Ordinance" shall mean the ordinance enacted by the County Council on December 17, 2019 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Pickens County, South Carolina, initially dated November 18, 2013 and as amended or supplemented from time to time.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Premises" shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions

contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a South Carolina company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company collectively invested in excess of \$1,000,000 in new taxable investment in property within the Park prior to December 31, 2018, and will invest an additional Five Hundred Thousand Dollars in new investment in the "Project" (as defined above), commencing on or after January 1, 2019 (\$500,000), all prior to December 31, 2023, or will lose the benefits of this Agreement. Should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new investment, commencing on or after January 1, 2019 and being completed on or before December 31, 2023, the Infrastructure Credit provided shall terminate and any credits already taken by the Company hereunder shall be repaid to the County by the Company on or before March 31, 2024. In order to verify the date(s) of new investment made in the Project, in order to qualify hereunder, the Company shall make available to qualified County personnel such books and records of the Company, including, without limitation, pertinent property tax returns of the Company, as are necessary and appropriate to identify that such new investment(s) have been made at appropriate times to qualify for the credits hereunder, including, without limitation, to prove that the Infrastructure Credits hereunder never exceed, at any point in time, Company expenditures of new, qualifying investment, on infrastructure for the Project.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

INFRASTRUCTURE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$500,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Infrastructure Tax Credits.

(a) Commencing with the payment of the fee in lieu of tax payments attributable to the Project finally due from the Company to Oconee County on January 15, 2020, and continuing for a period of four (4) years thereafter (for a total of five (5) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 30% of the Oconee Fee Payments attributable to the Project. The Infrastructure Credit shall be taken as an offset against the Oconee Fee Payments in each of the years due. The Company is therefore entitled to make a payment to the County, and the County will accept such payment for a period of five) 5 years, equal to 70% of the Oconee Fee Payment attributable to the Project, which would be due in the absence of this Agreement.

THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE OCONEE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken, all as substantiated by the Company records noted in Section 2.02(e), hereof.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Oconee Fee Payments attributable to the Project. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of such Oconee Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Oconee Fee Payments attributable to the Project, for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Infrastructure Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement or should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new investment, commencing on or after January 1, 2019 and being completed on or before December 31, 2023 or comply with applicable law, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit at law to enforce the contractual agreement contained herein,

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to seek repayment of credits already taken by the Company and take such other action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII
MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

(b) if to the Company: Technology Solutions of SC Inc.
P.O. Box 128
Seneca, SC 29679

with a copy to: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Technology Solutions of SC Inc. has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

TECHNOLOGY SOLUTIONS OF SC INC.

By: _____
Richard K. Ellison
Its: President

EXHIBIT A
LAND DESCRIPTION

Technology Solutions of SC Inc.
301 US Bypass 123
Seneca, SC 29678
Town of Seneca, Oconee County South Carolina

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Seneca Township, containing 1.10 acres, more or less as shown and more fully described on a plat thereof prepared by Michael L. Henderson PS #6946 of Cornerstone of Seneca, Inc. dated September 3, 2001 and recorded September 10, 2001 in Plat Book A836 at page 9, records of Oconee County, South Carolina.

TMS No. 520-13-02-003

This property was conveyed to RDSC, LLC by Falcon 2003-1 Seneca 818020 LLC by deed dated May 15, 2012 and recorded in Deed Book 1898 at page 204 on May 18, 2012 in the Register of Deeds Office Oconee County, SC.

See new plat prepared by Gregory Blake Sosebee, dated April 10, 2012 and recorded in Plat Book B405, page 6.

**EXHIBIT B
INFRASTRUCTURE**

Such real estate (as described in Exhibit A, hereto), buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-24**

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, the County is the owner of numerous parcels of real property, both improved and unimproved, that it leases to other parties pursuant to certain lease agreements (the "Leases"); and

WHEREAS, the Leases span various periods of time and impose varied insurance requirements on lessees, particularly as to comprehensive general liability policy requirements; and

WHEREAS, in order harmonize comprehensive general liability insurance requirements contained within the Leases and to account for changes in the insurance market (including the availability of policies, policy premiums, and definitions of covered occurrences or events), Council desires to grant the County Administrator the authority to execute and deliver addenda to the Leases, when appropriate in the Administrator's discretion and on advice of the County Attorney, which will allow for modified comprehensive general liability insurance policy requirements, including minimum coverage amounts, provided such coverage amounts are not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

NOW THEREFORE, be it ordained by Oconee County Council in meeting duly assembled that:

Section 1. Authority Granted. The County Administrator is hereby authorized to execute and deliver addenda to the Leases providing for modified comprehensive general liability insurance requirements, including minimum coverage amounts, provided such coverage amounts are not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments on behalf of the County as may be necessary to give effect to the authority granted in Section 1, above.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Julian Davis, III
Chair, Oconee County Council

First Reading: November 19, 2019
Second Reading: _____
Third Reading: _____
Public Hearing: _____

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 19, 2019

ITEM TITLE:

Procurement #: ITB 19-04	Title: New Electrical Service for Mobile Mine Duty Crushing Plant	Department(s): Rock Quarry	Amount: Project: \$261,800.00
			10% Contingency: \$ 26,180.00
			Total Award: \$287,980.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: *Ladale V Price*

Budget: **\$287,980.00** Project Cost: **\$287,980.00** Balance: **0.00**

The funding for this project will come from the Rock Quarry Fund Balance.

BACKGROUND DESCRIPTION:

On June 19, 2018, Council approved the award / purchase of a new mobile mine duty crushing plant. The new mobile mine duty crushing plant will produce the quantity of product needed to meet demand. That plant consists of eight (8) components - one (1) jaw crusher (UJ640), one (1) primary cone crusher (US550E), one (1) tertiary cone crusher (UH550E), two (2) screen decks (QA441), three (3) mobile stackers (Trackstack 8042TSL) and multiple conveyor belts. These components are designed to be powered by electricity or diesel for maximum efficiency. An upgrade of the electrical system is required to support the new machines. Blue Ridge Electric, Coop is the power supplier and they have completed the supply lines to provide the required voltage to support the load of the new plant.

This project consists of furnishing all labor, materials and equipment for the new electrical service and switch.

On October 29, 2019, formal sealed bids were opened. Fifteen (15) companies were originally notified of this bid opportunity. Two (2) companies submitted no bids. Four (4) companies submitted bids with two (2) being rejected.

MSW Electrical Contractors, located in Anderson, SC, submitted the lowest responsible responsive bid in the amount of \$261,800.00. A 10% contingency (\$26,180.00) is requested to account for any unforeseen items that may arise.

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the award of ITB 19-04 New Electrical Service for Mobile Mine Duty Crushing Plant to MSW Electrical Contractors of Anderson, SC in the amount of \$261,800.00 plus contingency in the amount of \$26,180.00 for a total award of \$287,980.00.
2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

ITB 19-04 New Electrical Service for Mobile Mine Duty Crushing Plant					October 29, 2019 @ 2:00pm	
Bidders	Clements Electrical, Inc	Hill Electric	J. Davis Construction, Inc	Glenn Mechanical	MSW Electrical Contractors	Sterling Structure and Design, LLC
Address	PO Box 2041 Seneca, SC 29679	2017 E. River St. Anderson, SC 29621	Westminster, SC	Anderson, SC	817 Williamston Rd Anderson, SC 29621	136 Ginns Pool Road Royston, GA 30662
Description	Amount	Amount	Amount	Amount	Amount	Amount
Notes	Rejected Did not submit Bid Bond	Rejected Submitted bid via email	NO Bid	NO Bid		
Materials	\$293,950.00				\$201,040.00	\$259,876.00
Labor	\$104,000.00				\$60,760.00	\$38,000.00
Total Lump Sum	\$397,950.00				\$261,800.00	\$297,876.00
Number of Hours to Complete Project	1600 Hrs				1120 Hrs	800 Hrs
State time to Complete ARO (After Receipt of Order)	Eight (8) Weeks - Lead Times TBD				4-5 Weeks after receipt of materials 12 week lead on materials	21 Weeks
On Call Service and Repair Fees						
Regular Hourly Rate	\$65.00				\$52.00	\$90.00
Hourly Rate for Weekends	\$80.00				\$67.50	\$180.00
Holiday Hourly Rates	\$110.00				\$67.50	\$135.00
After Hour Rates	\$97.50				\$78.00	\$180.00
Cost per Mile for Travel Time	\$0.00				By the hour, to the jobsite only	\$2.00
Service Charge (Minimum)	\$250.00				\$150.00	\$150.00
Any Additional Cost (Related to Emergency Repairs)	10% Materials, 17% O&H					None
Addendum No 1-9	NO				Yes	Yes
Bid Bond	NO				Yes	Yes
MSHA Certified	Did not state				Yes	Will obtain if awarded the ITB

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 19, 2019

ITEM TITLE:

Title: Michelin Tires from State Contract **Department(s):** Vehicle Maintenance **Amount:** 40,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process. Finance Approval: Ladale V Price
Budget: \$40,000.00 Project Cost: \$40,000.00 **Balance:** \$0.00

BACKGROUND DESCRIPTION:

In August of 2014, Council approved the purchase of Goodyear tires as needed from Super Service Tire and Alignment of Walhalla, SC, for an estimated amount of \$90,000.00 for FY 2014-2015 through FY 2019-2020. On November 5, 2019 the SC Materials Management Office advised the County that Super Service of Walhalla, SC was added to the distributor list for Michelin Tires, State Contract Number(s) Michelin #4400012720 and Super Service #4400022786. Vehicle Maintenance has budgeted an estimated \$40,000.00 for the purchase of Michelin Branded Tires for FY 19-20 making the total estimated amount spent with Super Service of Walhalla \$130,000.00.

Vehicle Maintenance purchases tires as needed for County vehicles such as, but not limited to police pursuit tires for law enforcement vehicles, auto radial for passenger vehicles and light/medium radial for trucks.

Staff is requesting Council approve the award of Michelin Branded Tires to Super Service of Walhalla in the amount not to exceed \$40,000.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

The SC Materials Management Office awarded SC Contract # 4400012720 for Statewide Tires and Service to a list of tire manufactures. The manufactures provided a distributors list to the SC Materials Management Office, who then awards contract numbers to the individual distributors. Super Service of Walhalla, SC is a Michelin Tire Distributor under State Contract Number 4400022786. The discount is 35% – 52.25% off list price depending on the type of tire. Super Service delivers the tires at no charge and also stocks a large inventory of Michelin tires.

ATTACHMENT(S):

1. State Contract Michelin (4400012720)
2. State Contract for Super Service, Walhalla, SC (4400022786)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of Michelin tires as needed from Super Service Tire & Alignment of Walhalla, SC in the amount not to exceed \$40,000 for fiscal year 2019-2020.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Ellicia Thompson, Procurement Manager
Email: ethompson@mmo.sc.gov
Telephone: (803) 737-5769

Materials Management Office
1201 Main Street Suite 600
Columbia, SC 29201

Date: 09/16/2019

Statewide Tires and Service Solicitation # 540010311

Initial Contract Period: March 29, 2016 – March 28, 2017
Maximum Contract Period: March 29, 2017 – March 28, 2021

Statewide Term Contract to provide tires and services throughout the State in accordance with the solicitation's terms and conditions. For one-time purchases of twenty-four (24) or more tires, State agencies have the option of buying tires from State contract or issuing a solicitation at the agency level in accordance with the SC Procurement Code.

Below each contractor listing is a hyper-link to the manufacturer's price list and distributor list. Agencies may request a hard copy of the price list from the contact name listed for each manufacturer. The distributors have agreed to the terms of the contract and will supply tires and services on behalf of the manufacturer. However, all locations may not have service departments and can only provide tires.

The contract award is based on a "discount off manufacturer's price list." Listed on the following pages are the tire categories and the discount to be applied to the manufacturer's price list. Also listed are special tire prices the manufacturer has offered that exceed the discount off list price.

Purchase orders will be issued to the manufacturer's authorized distributor and remit payment to the same location.

Any vendor that can meet the discounts and requirements of this solicitation can participate in these contracts. Vendors who comply with the contract requirements may be added on a quarterly basis. However, placement on the distributor list does not guarantee a vendor will be used by the State to provide tires or service.

NOTE:

ALL ITEMS LISTED AS A "NO BID" ARE NOT ON CONTRACT FOR THAT INDIVIDUAL MANUFACTURER

Ellicia Thompson, Procurement Manager
 Email: ethompson@mmo.sc.gov
 Telephone: (803) 737-0687

Materials Management Office
 1201 Main Street Suite 600
 Columbia, SC 29201

Date: 09/16/2019

MICHELIN

Contract #: 4400012720

Vendor: 7000022518

**Michelin North
 America, Inc.**

**Attn: Government Sales
 P.O. Box 19001
 Greenville, SC 29602-9001
 Contact: John Cook**

Phone: (864) 313-5120

E-Mail: john.cook@michelin.com

**[Michelin, BF Goodrich, Uniroyal
 Price List](#)**

[Distributor List](#)

Tires by category	<u>Lot 1</u> Police Pursuit	<u>Lot 2</u> Auto Radial	<u>Lot 3</u> Light Truck Radial	<u>Lot 4</u> Light Truck Bias	<u>Lot 5</u> Medium Truck Radial	<u>Lot 6</u> Medium Truck Bias	<u>Lot 7</u> Off-Road Radial	<u>Lot 8</u> Off-Road Bias	<u>Lot 9</u> Farm/ Specialty
Discount to be deducted off manufacturer's price list	48%-BF Goodrich	48%-Michelin 48%-BF Goodrich 35%-Uniroyal	48%-Michelin 48%-BF Goodrich 35%-Uniroyal	No Bid	52.25%-Michelin 52.25%-BF Goodrich 50% Uniroyal	No Bid	38%-Michelin	No Bid	35%-Michelin (Agriculture) 47% Michelin AG Industrial

Ellicia Thompson, Procurement Manager
Email: ethompson@mmo.sc.gov
Telephone: (803) 737-0687

Materials Management Office
1201 Main Street Suite 600
Columbia, SC 29201

Date: 09/16/2019

Delivery charge (6 tires or less)	No Charge	No Charge	No Charge		No Charge		No Charge		No Charge
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PROCUREMENT SERVICES

Contract 4400022786

[Back to Initial Screen](#)

Validity Start 04/19/2016
Target Value \$ 921,541.61
Bid Invitation [5400010311](#)

Validity End 03/28/2021
FEIN 82-1855088

Contract Notes

Vendor 7000257998

Vendor Address SUPER SERVICE TIRE AND ALIGNMENT OF
OCONEE INC
3695 BLUE RIDGE BLVD
WALHALLA SC 29691-2426

District OCONEE

Telephone

Minority Status Not Applicable

E-mail

Fax Number

Contract Items

30 Items found, displaying all Items.

[Item Pricing](#)

- 00001 Goodyear Brand Police Pursuit Tire
Material Group: 86330 - tires and tubes, misc. (not otherwise listed)
Agency: Statewide
Notes for Item 00001: Tire specifically designed as and approved for police pursuit and tires designed for use on other police vehicles requiring a Z rated tire.
- 00002 Goodyear Auto Radial Tire
Material Group: 86305 - tires and tubes, passenger vehicles
Agency: Statewide
- 00003 Goodyear Brand Light Truck Radial Tire
Material Group: 86307 - tires and tubes, light trucks
Agency: Statewide
- 00004 Goodyear Brand Medium Truck Radial Tire
Material Group: 86310 - tires and tubes, medium truck and bus
Agency: Statewide
- 00005 Goodyear Brand Off-Road Radial Tire
Material Group: 86315 - tires and tubes, off-road equipment
Agency: Statewide
- 00006 Goodyear Brand Off-Road Bias Tire
Material Group: 86315 - tires and tubes, off-road equipment
Agency: Statewide
- 00007 Dunlop Brand Medium Truck Radial Tire
Material Group: 86310 - tires and tubes, medium truck and bus
Agency: Statewide
- 00008 Dunlop Brand Off-Road Radial Tire
Material Group: 86315 - tires and tubes, off-road equipment
Agency: Statewide
- 00009 Bridgestone Police Pursuit Tire
Material Group: 86330 - tires and tubes, misc. (not otherwise listed)
Agency: Statewide

Item Pricing

- 00010 Bridgestone Auto Radial Tire
Material Group: 86305 - tires and tubes, passenger vehicles
Agency: Statewide
- 00011 Bridgestone Light Truck Radial Tire
Material Group: 86307 - tires and tubes, light trucks
Agency: Statewide
- 00012 Bridgestone Light Truck Bias Tire
Material Group: 86307 - tires and tubes, light trucks
Agency: Statewide
- 00013 Bridgestone Medium Truck Radial Tire
Material Group: 86310 - tires and tubes, medium truck and bus
Agency: Statewide
- 00014 Bridgestone Medium Truck Bias Tire
Material Group: 86310 - tires and tubes, medium truck and bus
Agency: Statewide
- 00015 Bridgestone Off-Road Radial Tire
Material Group: 86315 - tires and tubes, off-road equipment
Agency: Statewide
- 00016 Bridgestone Off-Road Bias Tire
Material Group: 86315 - tires and tubes, off-road equipment
Agency: Statewide
- 00017 Bridgestone Farm/Specialty Tire
Material Group: 86330 - tires and tubes, misc. (not otherwise listed)
Agency: Statewide
- 00018 Michelin Auto Radial Tire
Material Group: 86305 - tires and tubes, passenger vehicles
Agency: Statewide
- 00019 Michelin Light Truck Radial Tire
Material Group: 86307 - tires and tubes, light trucks
Agency: Statewide
- 00020 Michelin Medium Truck Radial Tire
Material Group: 86310 - tires and tubes, medium truck and bus
Agency: Statewide
- 00021 Michelin Off-Road Radial Tire
Material Group: 86315 - tires and tubes, off-road equipment
Agency: Statewide
- 00022 Michelin Farm Tire-Agriculture
Material Group: 86330 - tires and tubes, misc. (not otherwise listed)
Agency: Statewide
- 00023 Uniroyal Auto Radial Tire
Material Group: 86305 - tires and tubes, passenger vehicles
Agency: Statewide
- 00024 Uniroyal Light Truck Radial Tire
Material Group: 86307 - tires and tubes, light trucks
Agency: Statewide
- 00025 Uniroyal Medium Truck Radial Tire
Material Group: 86310 - tires and tubes, medium truck and bus
Agency: Statewide

Item Pricing

- 00026 Michelin Farm Tire-AG Industrial
Material Group: 86330 - tires and tubes, misc. (not otherwise listed)
Agency: Statewide
- 00027 BF Goodrich Auto Radial Tire
Material Group: 86305 - tires and tubes, passenger vehicles
Agency: Statewide
- 00028 BF Goodrich Light Truck Radial Tire
Material Group: 86307 - tires and tubes, light trucks
Agency: Statewide
- 00029 BF Goodrich Medium Truck Radial Tire
Material Group: 86310 - tires and tubes, medium truck and bus
Agency: Statewide
- 00030 BF Goodrich Police Pursuit Tire
Material Group: 86305 - tires and tubes, passenger vehicles
Agency: Statewide

[Back to Initial Screen](#)

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 19, 2019

ITEM TITLE:

Title: 911 Server Environment Upgrade

Department: Communications

Amount: \$126,490.35

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Budget: **\$126,500.00** Project Cost: **\$126,490.35**

Balance: \$9.65

Finance Approval:

Darlene V Price

BACKGROUND DESCRIPTION:

This proposed upgrade provides version and security updates for the Windows server operating system, as well as, hardware upgrades for the core server environment powering the Oconee County 911 center. The current version of the Windows server operating system is scheduled for end-of-life in January 2020; this upgrade is vital to the security of the Public Safety Answering Point (PSAP) network. Additionally, the upgrade provides new hardware to replace the aging physical servers currently in use.

SPECIAL CONSIDERATIONS OR CONCERNS:

CDW-G an authorized Hewlett Packard Enterprise reseller and Sourcewell Cooperative Purchasing contract holder, contract number 100614-CDW. The Sourcewell contract allows government agencies to purchase directly from the manufacturer and / or authorized resellers. Sourcewell contracts are bid and awarded on a national level and purchases may be fulfilled by authorized resellers.

This purchase will be funded utilizing 911 surcharge funding. Oconee County is eligible for an eighty (80) percent reimbursement from the State of South Carolina for this upgrade.

ATTACHMENT(S):

1. CDW-G Quote # 1BZK55N

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of the 911 Server Environment Upgrade from CDW-G of Vernon Hills, IL in the amount of \$126,490.35.

Submitted or Prepared By:

Tronda C. Popham

Tronda C. Popham, Procurement Director

Approved for Submittal to Council:

Amanda F. Brock

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

QUOTE CONFIRMATION



DEAR TRAVIS TILSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BZK55N	9/5/2019	911 SERVER ENV UPGRADE	3095584	\$126,490.35

IMPORTANT - PLEASE READ
<p>Special Instructions: Beginning of customer text: Beginning of customer text: End of customer text.</p>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL380 Gen10 - rack-mountable - Xeon Gold 6132 2.6 GHz - 64 GB Mfg. Part#: 875765-S01 UNSPSC: 43211501 Sourcewell Contract Price: \$9,128.49 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	3	4708405	\$8,984.25	\$26,952.75
HPE SmartMemory - DDR4 - 16 GB - DIMM 288-pin - registered Mfg. Part#: 835955-B21 UNSPSC: 32101602 Sourcewell Contract Price: \$143.82 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	12	4708375	\$143.82	\$1,725.84
HPE Modular Smart Array 2052 SAS Dual Controller SFF Storage - solid state Mfg. Part#: Q1J31A UNSPSC: 43201802 Sourcewell Contract Price: \$7,434.38 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	2	4810514	\$6,814.62	\$13,629.24
HPE MSA 800GB 12G 2.5" SAS SSD Mfg. Part#: N9X96A Sourcewell Contract Price: \$4,226.48 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	10	4145004	\$3,950.92	\$39,509.20
HPE Enterprise - hard drive - 1.2 TB - SAS 12Gb/s Mfg. Part#: R0P85A UNSPSC: 43201803 Sourcewell Contract Price: \$2,829.40 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	5517195	\$2,829.40	\$2,829.40
HPE Dual Port Enterprise - hard drive - 1.2 TB - SAS 12Gb/s	4	3680742	\$537.11	\$2,148.44

QUOTE DETAILS (CONT.)

<p>Mfg. Part#: J9F48A UNSPSC: 43201803 Sourcewell Contract Price: \$537.11 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)</p>				
HP H241 2-Port Smart Host Bus Adapter	6	3465476	\$181.82	\$1,090.92
<p>Mfg. Part#: 726911-B21 UNSPSC: 43201834 Sourcewell Contract Price: \$181.82 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)</p>				
HPE SAS external cable - 6.6 ft	12	3385075	\$96.04	\$1,152.48
<p>Mfg. Part#: 716197-B21 UNSPSC: 26121604 Sourcewell Contract Price: \$99.50 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)</p>				
HPE Integrated Lights-Out Advanced - license + 1 Year 24x7 Support - 1 serv	3	4393431	\$265.52	\$796.56
<p>Mfg. Part#: 512485-B21 UNSPSC: 43232804 Sourcewell Contract Price: \$265.52 Electronic distribution - NO MEDIA Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)</p>				
VMware vSphere Essentials Plus Kit License Version (6) 3 Hosts	1	3645597	\$4,378.84	\$4,378.84
<p>Mfg. Part#: V56-ESP-KIT-C UNSPSC: 43233006 Sourcewell Contract Price: \$4,392.01 Electronic distribution - NO MEDIA Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)</p>				
MS GSA WINSVRDCORE 2019 2LIC CORELI	42	5300428	\$536.39	\$22,528.38
<p>Mfg. Part#: 9EA-01073 GSA contract price \$536.39 Electronic distribution - NO MEDIA Contract: MARKET</p>				
MS GSA WINSVRCAL 2019 DCAL	200	5300406	\$22.03	\$4,406.00
<p>Mfg. Part#: R18-05795 GSA Contract Price \$22.17 Electronic distribution - NO MEDIA Contract: MARKET</p>				

PURCHASER BILLING INFO	SUBTOTAL	\$121,148.05
<p>Billing Address: OCONEE COUNTY ACCOUNTS PAYABLE 415 S PINE ST WALHALLA, SC 29691-2145 Phone: (864) 638-4141 Payment Terms: Net 30 Days-Govt State/Local</p>	SHIPPING	\$0.00
	SALES TAX	\$5,342.30
	GRAND TOTAL	\$126,490.35
	DELIVER TO	<p>Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515</p>
<p>Shipping Address: OCONEE COUNTY 911 ATTN: TRAVIS TILSON 300 S CHURCH STREET WALHALLA, SC 29691 Phone: (864) 638-4141 Shipping Method: UPS Ground (2- 3 Day)</p>		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Mike Groth

(855) 822-1197

mikegro@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



CDWG

Hardware, Software & Related Technology

#100614-CDW

Maturity Date: 11/18/2019

Contact Information 

Contact Information

Vendor Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

David White

Phone: 312-547-2848

Email: davidwh@cdw.com

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

David Duhn

Phone: 218-894-5469

Email: david.duhn@sourcewell-mn.gov

Lindsey Meech

Phone: 218-895-4123

Email: lindsey.meech@sourcewell-mn.gov

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PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 19, 2019

ITEM TITLE:

Title: Six (6) Pumper Fire Trucks with Loose Equipment

Department(s): Emergency Services

Amount: \$2,043,241.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Finance Approval:

Ladale V Price

Budget: \$2,300,000.00

Project Cost: \$2,043,241.00

Balance: \$256,759.00

BACKGROUND DESCRIPTION:

These Fire Trucks are Pierce Pumpers built on Freightliner M2-106 two door cab and chassis with Cummins L9 350 HP Diesel engines, Allison EVS 3000 automatic transmissions, Waterous CSU 1250 pumps, UPF 1000 gallon tanks, Whelen LED lighting and will include loose equipment. These apparatuses will be built in accordance to NFPA (National Fire Protection Association). We will be purchasing One (1) Side Mount Pumper at \$338,576.00 and Five (5) Top Mount Pumpers at \$1,704,665.00 (\$340,933.00 each).

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers.

SPECIAL CONSIDERATIONS OR CONCERNS:

On October 15, 2019, Council approved ordinance 2019-22 authorizing Oconee County, South Carolina to finance and acquire certain fire trucks and related equipment in an amount not exceeding \$2,300,000; to execute and deliver all documents necessary to carry out the financing and acquisition; and other related matters.

Pierce Manufacturing / Spartan Fire and Emergency Apparatus were awarded an H-GAC contract under contract number FS12-17.

Pierce Manufacturing is the Supplier and Spartan Fire and Emergency Apparatus is the Prime Contractor for Pierce Manufacturing. Spartan Fire and Emergency Apparatus will provide any service or warranty repairs required.

ATTACHMENT(S):

1. Pricing spreadsheet
2. Spartan Fire and Emergency Apparatus HGAC Quotes with loose equipment for 1 Side Mount Pumper
3. Spartan Fire and Emergency Apparatus HGAC Quotes with loose equipment for 1 Top Mount Pumper
4. Wally's Fire & Safety Equipment HGAC Quote to Spartan Fire for Loose Equipment

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of Six Pumper Fire Trucks to Spartan Fire and Emergency Apparatus of Roebuck, SC in the amount of \$2,043,241.00.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*
Amanda F. Brock, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.

All Options with Pricing		Pricing for each option	Truck 1 Side Mount	Truck 2 Top Mount
TC01	M2 Freightliner, 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Mid-Mount Pumper	\$229,245.00	\$229,245.00	\$229,245.00
101	Add "L" Frame Liner	\$1,814.00	\$1,814.00	\$1,814.00
120	Add Wheel Chocks and Brackets	\$966.00	\$966.00	\$966.00
143	Add Extended	\$2,770.00	\$2,770.00	\$2,770.00
190	Add Camera System Rear Only	\$1,419.00	\$1,419.00	\$1,419.00
203	Add Kussmaul Charger	\$1,832.00	\$1,832.00	\$1,832.00
208	Add Shoreline Auto Eject	\$541.00	\$541.00	\$541.00
217	Add Two (2) 12 Volt Rear Scene Lights	\$2,664.00	\$2,664.00	\$2,664.00
222	Add Two (2) 12 Volt Push Up Pole Scene Lights	\$4,164.00	\$4,164.00	\$4,164.00
235	Upgrade from Responder Body to Aluminum Medium Pumper Body	\$17,314.00	\$17,314.00	\$17,314.00
246	Add Ladders Stored Thru-the- Body	\$4,881.00	\$4,881.00	\$4,881.00
250	Increase Water Tank to 1000 gallons	\$1,427.00	\$1,427.00	\$1,427.00
260	Add Two (2) Hard Suction Hose Troughs	\$2,096.00	\$2,096.00	\$2,096.00
263	Add Five (5) Adjustable Shelves	\$995.00	\$995.00	\$995.00
265	Add One (1) Swing-Out Toolboard	\$1,747.00	\$1,747.00	\$0.00
266	Add (4) Slide-Out Floor Trays	\$3,368.00	\$3,368.00	\$0.00
266	Add (2) Slid-Out Floor Trays	\$1,684.00	\$0.00	\$1,684.00
274	Add Two (2) SCBA Cylinder Storage in Fender Panel	\$1,918.00	\$1,918.00	\$1,918.00
284	Add One (1) 2.50" Suction Inlet PS	\$1,260.00	\$1,260.00	\$1,260.00
290	Add One (1) Front Discharge 2.50"	\$2,801.00	\$2,801.00	\$0.00
291	Add One (1) Front Discharge 1.50"	\$1,392.00	\$0.00	\$1,392.00
292	Add One (1) 2.50" Discharge at the Rear	\$1,833.00	\$1,833.00	\$1,833.00
293	Add One (1) 3" Discharge PS	\$2,675.00	\$2,675.00	\$2,675.00
5047	Delete One (1) 4" Discharge	(\$4,642.00)	(\$4,642.00)	(\$4,642.00)
303	Provide Two (2) Speedlays w/ Trays IPO Crosslays	\$8,552.00	\$8,552.00	\$8,552.00
307	Add Additional Poly Trays	\$911.00	\$911.00	\$911.00
309	Add One (1) Booster Reel PS Cargo Area	\$3,109.00	\$3,109.00	\$3,109.00
329	Add Top Pump Controls	\$8,128.00	\$0.00	\$8,128.00
330	Add One (1) Tank Level LED Group	\$1,323.00	\$1,323.00	\$1,323.00
440	Add Graphics Upgrade 1	\$1,854.00	\$1,854.00	\$1,854.00
770490	Pumphouse Notch LS 4"/RS 4"	\$931.00	\$931.00	\$0.00
	Add 4 door Cab w/4 SCBA Seats w/Brackets, Step Package, Perimeter Lights	\$13,776.00	\$0.00	\$0.00
			\$299,768.00	\$302,125.00
	SC State Sales Tax	\$500.00	\$500.00	\$500.00
	Sub-Total		\$300,268.00	\$302,625.00
	Loose Equipment	\$38,308.00	\$38,308.00	\$38,308.00
	Grand Total for Each Truck		\$338,576.00	\$340,933.00

Description	Quantity		
Truck 1 - Side Mount	1		\$338,576.00
Truck 2 - Top Mount	5		\$1,704,665.00
Grand Total for 6 Trucks			\$2,043,241.00

All Options with Pricing Updated Quantities After 11-19-19 CC Meeting		Pricing for each option	Truck 1 Side Mount	Truck 2 Top Mount
TC01	M2 Freightliner, 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Mid-Mount Pumper	\$229,245.00	\$229,245.00	\$229,245.00
101	Add "L" Frame Liner	\$1,814.00	\$1,814.00	\$1,814.00
120	Add Wheel Chocks and Brackets	\$966.00	\$966.00	\$966.00
143	Add Extended	\$2,770.00	\$2,770.00	\$2,770.00
190	Add Camera System Rear Only	\$1,419.00	\$1,419.00	\$1,419.00
203	Add Kussmaul Charger	\$1,832.00	\$1,832.00	\$1,832.00
208	Add Shoreline Auto Eject	\$541.00	\$541.00	\$541.00
217	Add Two (2) 12 Volt Rear Scene Lights	\$2,664.00	\$2,664.00	\$2,664.00
222	Add Two (2) 12 Volt Push Up Pole Scene Lights	\$4,164.00	\$4,164.00	\$4,164.00
235	Upgrade from Responder Body to Aluminum Medium Pumper Body	\$17,314.00	\$17,314.00	\$17,314.00
246	Add Ladders Stored Thru-the- Body	\$4,881.00	\$4,881.00	\$4,881.00
250	Increase Water Tank to 1000 gallons	\$1,427.00	\$1,427.00	\$1,427.00
260	Add Two (2) Hard Suction Hose Troughs	\$2,096.00	\$2,096.00	\$2,096.00
263	Add Five (5) Adjustable Shelves	\$995.00	\$995.00	\$995.00
265	Add One (1) Swing-Out Toolboard	\$1,747.00	\$1,747.00	\$0.00
266	Add (4) Slide-Out Floor Trays	\$3,368.00	\$3,368.00	\$0.00
266	Add (2) Slid-Out Floor Trays	\$1,684.00	\$0.00	\$1,684.00
274	Add Two (2) SCBA Cylinder Storage in Fender Panel	\$1,918.00	\$1,918.00	\$1,918.00
284	Add One (1) 2.50" Suction Inlet PS	\$1,260.00	\$1,260.00	\$1,260.00
290	Add One (1) Front Discharge 2.50"	\$2,801.00	\$2,801.00	\$0.00
291	Add One (1) Front Discharge 1.50"	\$1,392.00	\$0.00	\$1,392.00
292	Add One (1) 2.50" Discharge at the Rear	\$1,833.00	\$1,833.00	\$1,833.00
293	Add One (1) 3" Discharge PS	\$2,675.00	\$2,675.00	\$2,675.00
5047	Delete One (1) 4" Discharge	(\$4,642.00)	(\$4,642.00)	(\$4,642.00)
303	Provide Two (2) Speedlays w/ Trays IPO Crosslays	\$8,552.00	\$8,552.00	\$8,552.00
307	Add Additional Poly Trays	\$911.00	\$911.00	\$911.00
309	Add One (1) Booster Reel PS Cargo Area	\$3,109.00	\$3,109.00	\$3,109.00
329	Add Top Pump Controls	\$8,128.00	\$0.00	\$8,128.00
330	Add One (1) Tank Level LED Group	\$1,323.00	\$1,323.00	\$1,323.00
440	Add Graphics Upgrade 1	\$1,854.00	\$1,854.00	\$1,854.00
770490	Pumphouse Notch LS 4"/RS 4"	\$931.00	\$931.00	\$0.00
	Add 4 door Cab w/4 SCBA Seats w/Brackets, Step Package, Perimeter Lights	\$13,776.00	\$0.00	\$0.00
			\$299,768.00	\$302,125.00
	SC State Sales Tax	\$500.00	\$500.00	\$500.00
	Sub-Total		\$300,268.00	\$302,625.00
	Loose Equipment	\$38,308.00	\$38,308.00	\$38,308.00
	Grand Total for Each Truck		\$338,576.00	\$340,933.00

Description	Quantity		
Truck 1 - Side Mount	5		\$1,692,880.00
Truck 2 - Top Mount	1		\$340,933.00
Grand Total for 6 Trucks			\$2,033,813.00

10-19-19 CC Meeting Mr. King addressed Council stating the truck quantities should be 5 side mounts and 1 top mount

This spreadsheet reflects the change in truck quantities and grand total

Truck 1



QUOTATION
 ESTIMATE

319 Southport Road • Roebuck, S.C. 29376
 Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Oconee County Fire Services
 415 South Pine Street
 Wahalla, SC 29691

Date of Estimate: September 5, 2019
 F.O.B.: Oconee County SC
 Estimated Delivery: 12.5-13.5 Months
 Payment Terms: Net Pymt/Final Insp
 Salesman: *Chris Harris*

HGAC CONTRACT # FS12-17

Item	Qty.	Description	Price	Amount
1	1	Pierce Side Mount Pumper built on a Freightliner M2-106		
		2-Door Cab and Chassis, Cummins L9 350 HP Diesel		
		Engine, Allison EVS 3000 Automatic Transmission,		
		Waterous CSU 1250 Pump, UPF 1000 Gallon Tank,		
		Whelen LED Lighting. Built in Accordance to NFPA		
		And the Enclosed Proposal Dated May 29, 2019.		\$299,768.00
2	1	Loose Equipment (Per Fire Department List)		\$38,308.00
		Wally's Fire and Safety Equipment Quote #49618		
3	1	SC State Sales Tax		\$500.00
		(*) Due to annual price increases with HGAC purchases a 3%		
		Price increase on the TRUCK ONLY price will apply		
		after December 31, 2019		

TOTAL COST

THIS QUOTATION EXPIRES NOVEMBER 29, 2019

Truck 2



QUOTATION
 ESTIMATE

319 Southport Road • Roebuck, S.C. 29376
 Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Oconee County Fire Services
 415 South Pine Street
 Wahalla, SC 29691

Date of Estimate: September 5, 2019
 F.O.B.: Oconee County SC
 Estimated Delivery: 12.5-13.5 Months
 Payment Terms: Net Pymt/Final Insp
 Salesman: *Chris Harris*

HGAC CONTRACT # FS12-17

Item	Qty.	Description	Price	Amount
1	1	Pierce Top Mount Pumper built on a Freightliner M2-106		
		2-Door Cab and Chassis, Cummins L9 350 HP Diesel		
		Engine, Allison EVS 3000 Automatic Transmission,		
		Waterous CSU 1250 Pump, UPF 1000 Gallon Tank,		
		Whelen LED Lighting. Built in Accordance to NFPA		
		And the Enclosed Proposal Dated May 29, 2019.		\$302,125.00
2	1	Loose Equipment (Per Fire Department List)		\$38,308.00
		Wally's Fire and Safety Equipment Quote # 49618		
3	1	SC State Sales Tax		\$500.00
	(*)	Due to annual price increase with HGAC purchases a 3%		
		Price increase on the TRUCK ONLY price will apply		
		after December 31, 2019		

TOTAL COST

THIS QUOTATION EXPIRES NOVEMBER 29, 2019



Wally's Fire & Safety Equipment, Inc.

PO Box 1023
Mullins, SC 29574

TOLL FREE: (888) 784-2224
FAX: (843) 464-1001

QUOTE

Date	Quote #
8/27/2019	49618

Bill To
SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: CHIEF CHARLIE KING

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
	HGAC Contract # EP11-17	FOR: PIERCE PUMPER **QUOTE AND ITS QUANTITIES REFLECT (1) PUMPER**		
10	FQ HS50YD	HYDRO FLOW,RUBBER,5" X 100', EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK, YELLOW	524.00	5,240.00
1	FQ HS50YB	+HYDRO FLOW,RUBBER,5" X 50', EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK, YELLOW	342.00	342.00
1	FQ HS50YA	HYDRO FLOW,RUBBER,5" X 25', EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK, YELLOW	237.00	237.00
2	FQ BH10RD	BOOSTER HOSE, HEAVY DUTY, 1" X 100', RH HARD COAT ALUMINUM COUPLINGS, RED	512.00	1,024.00
10	FQ DJ17*B	FIREQUIP DJ800, POLY, 1.75" X 1.5"NH X 50', SPECIFY COLOR	111.00	1,110.00
10	FQ DJ25*B	FIREQUIP DJ800, POLY, 2.5"NH X 50', SPECIFY COLOR	161.00	1,610.00
2	FQ MF60L1	MAXI FLEX,SUCTION,6" HOSE,6"LHF X 6"RLM X 10'	360.00	720.00
1	TFT A02HNX	BARREL STRAINER,6"NH	114.00	114.00
<p>WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.</p>			Subtotal	
			Sales Tax (0.0%)	
			Total	

**STANDARD
SHIPPING TERMS
PRE-PAY & ADD**

**FREIGHT IS NOT
INCLUDED UNLESS
LISTED ABOVE**



Wally's Fire & Safety Equipment, Inc.

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Mullins, SC 29574

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QUOTE

Date	Quote #
8/27/2019	49618

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SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: CHIEF CHARLIE KING

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	TFT XFC-52	CROSSFIRE PACKAGE,DELUXE,SAFE-TAK,TIPS,M-R FOG NOZZLE Package Includes: Safe-Tak Ground Base with Safety Shutoff (specify inlet) Storage Bracket for Ground Base Monitor Top, 2.5"NH outlet M-R1250S-NJ Automatic Master Stream Fog Nozzle Quad Stacked Tips, 2.5" Inlet Stream Straightener, 10" Long	3,306.00	3,306.00
1	TFT XFF-APL	CROSSFIRE TRUCK ADAPTER,3" NPT INLET	201.00	201.00
1	TFT XXC-32	BLITZFIRE PACKAGE,SAFETY SHUT-OFF, FOG NOZZLE Package Includes: BlitzFire Monitor, 2.5"NH Inlet x 2.5"NH Outlet Storage Bracket MD12A Max-Force Automatic Fog Nozzle	2,628.00	2,628.00
1	TFT AB3ST-NX	BALL INTAKE VALVE,5"ST SWIVEL X 6"NH(F)LHSW Features: Pivoting Elbow, Stainless Ball Valve, Handwheel Control on Side, Field Resettable PRV, Very Simple & Economical Valve Seat Replacement	1,317.00	1,317.00
1	TFT A01ST	BLIND STORZ CAP, 5" STORZ, W/LANYARD	55.00	55.00
1	TFT AYNJ-NF	GATED WYE, FOLDING LONG HANDLES, 2.5"NH(F) X TWO - 1.5"NH(M)	291.00	291.00
1	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	37.00
1	TFT AV5NJ-NJ-SC	HYDRANT VALVE, SLOW CLOSE STYLE, 2.5"NH(F) ROCKER LUG X 2.5"NH(M)	303.00	303.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	
			Sales Tax (0.0%)	
			Total	

STANDARD SHIPPING TERMS PRE-PAY & ADD

FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE



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QUOTE

Date	Quote #
8/27/2019	49618

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SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: CHIEF CHARLIE KING

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	37.00
1	TFT ME0-VPGI-100	METRO 0 NOZZLE, 7 FLOW CHOICES WITH SIMPLE INTER CHANGEABLE DISC, UP TO 100gpm @ 100psi, PG, 1"NH	471.00	471.00
3	TFT ME1-VPGI-***	METRO 1 NOZZLE,14 FLOW CHOICES, WITH SIMPLE INTER CHANGEABLE DISC, PG,1.5"NH	537.00	1,611.00
1	TFT ME2-2VPGI	METRO 2 NOZZLE,10 FLOW CHOICES WITH SIMPLE INTER CHANGEABLE DISC,PG,2.5"NH	603.00	603.00
1	TFT H-2VPP/FS-3STACK	PLAYPIPE COMBO,WITH 2.5"NH VALVE & NFPA TRIPLE STACKED TIPS	615.00	615.00
1	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	37.00
1	TFT PA-2	TRANSFORMER PIERCING NOZZLE KIT #2, 1.5" NH Includes: (2) Extension Tubes, 19" (1) Flow Tube w/Piercing Point, 14" (1) Twist Grip Shutoff Valve (1) Pistol Grip (1) Junction Port w/Striking Head (1) Distribution Nozzle (1) Adapter (1) Nylon Carry Bag	1,075.00	1,075.00
1	TFT FS95BCP	BUBBLE CUP FOAM NOZZLE,95 GPM @ 100psi,PG,1.5"NH (WHITE BAIL HANDLE & WHITE PISTOL GRIP)	321.00	321.00
1	TFT UE-095-NJ-NF	FOAM EDUCTOR, INLINE, W/BACKFLUSH, 95 GPM, 200psi INLET PRESSURE, 2.5"NH(F) INLET X 1.5"NH(M) OUTLET	516.00	516.00
1	TFT AA1ST-NJ	STORZ ADAPTER,5"ST X 2.5"NH(F)RL	115.00	115.00
1	RH SMP-50	MOUNTING PLATE,5" STORZ	28.00	28.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

STANDARD SHIPPING TERMS PRE-PAY & ADD

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QUOTE

Date	Quote #
8/27/2019	49618

Bill To
SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: CHIEF CHARLIE KING

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	TFT AA3ST-NJ	STORZ ADAPTER,5"ST SWIVEL X 2.5"NH(F)RLSW	114.00	114.00
1	RH SMP-50	MOUNTING PLATE,5" STORZ	28.00	28.00
1	TFT AA3HST-NR	STORZ ADAPTER,5"ST SWIVEL X 4.5"NH(F)LHSW	144.00	144.00
1	RH SMP-50	MOUNTING PLATE,5" STORZ	28.00	28.00
2	RH 35 25NH25NH	ADAPTER,DOUBLE FEMALE,RLSW,2.5"NH X 2.5"NH	30.00	60.00
2	RH M-25	MOUNTING PLATE,RIGID MALE,2.5"NH	27.00	54.00
2	RH 36 25NH25NH	ADAPTER,DOUBLE MALE,RL,2.5"NH X 2.5"NH	18.00	36.00
1	RH 37 25NH15NH	ADAPTER 2.5"NH(F)RL X 1.5"NH(M)	20.00	20.00
1	TFT A3810	JUMBO SPANNER SET W/BACKET Includes: (4) A3090 Jumbo Spanner Wrtences for Storz and Rocker Lug Couplings (1) A3815 Mounting Bracket	90.00	90.00
2	RH 148-3	WRENCH SET, (1) #105 HYDRANT WRENCH, (2) #101 SPANNERS & HEAVY DUTY MOUNTING BRACKET	127.00	254.00
1	FLAMEFIGHTER FHAFR6LB	FLAT HEAD AXE, 6#, FIIBERGLASS HANDLE, RUBBER GRIP, 36"	36.00	36.00
1	SPC ZAH5101C/ZSMA5201C	BRACKET SET,AXE HANDLE & SHIELD,SIDE MOUNT,CHROME	48.00	48.00
1	FLAMEFIGHTER PHAFR6LB	PICK HEAD AXE, 6#, FIIBERGLASS HANDLE, RUBBER GRIP, 36"	36.00	36.00
1	SPC ZAH5101C/ZSMA5201C	BRACKET SET,AXE HANDLE & SHIELD,SIDE MOUNT,CHROME	48.00	48.00
1	FLAMEFIGHTER FEIS	FORCIBLE ENTRY IRONS SET Includes: (1) FE30 Halligan Bar, 30" (1) Flat Head Axe, 6# (1) Single Handle Marring Strap	190.00	190.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

STANDARD SHIPPING TERMS PRE-PAY & ADD

FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE



Wally's Fire & Safety Equipment, Inc.

PO Box 1023
Mullins, SC 29574

TOLL FREE: (888) 784-2224
FAX: (843) 464-1001

QUOTE

Date	Quote #
8/27/2019	49618

Bill To
SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: CHIEF CHARLIE KING

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	PAC K5003HD	HEAVY DUTY IRONSLOK MOUNTING KIT FOR LARGER MARRIED SET OF IRONS, NFPA	271.00	271.00
1	FLAMEFIGHTER DWH04D	DRY WALL HOOK, FIBERGLASS, W/D-HANDLE, 4'	62.00	62.00
2	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	19.00	38.00
1	FLAMEFIGHTER PP06	PIKE POLE, FIBERGLASS, 6'	42.00	42.00
2	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	19.00	38.00
1	FLAMEFIGHTER PP08	PIKE POLE, FIBERGLASS, 8'	47.00	47.00
2	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	19.00	38.00
1	FLAMEFIGHTER FLHPB06S	NY ROOF HOOK, STEEL, W/PRY BAR TIP, 6'	96.00	96.00
2	ZICO VM-QB	MOUNTING BRACKET, VARIABLE, FOR STEEL HANDLE TOOLS, EACH	30.00	60.00
1	FLAMEFIGHTER BC36	BOLT CUTTERS, 36	57.00	57.00
1	ZICO BCB	BOLT CUTTER BRACKET SET	72.00	72.00
1	FLAMEFIGHTER RMFG	CONNECTION Mallet, RUBBER HEAD, FIBERGLASS HANDLE, 32oz.	13.00	13.00
1	PAC 1004	HANDLELOK MOUNTING BRACKET	35.00	35.00
1	HHC HC25	HOSE CLAMP, UP TO 3"	255.00	255.00
1	HHC RBM	RUNNING BOARD MOUNT, FOR HC25/60	48.00	48.00
4	SL 44451	FIRE VULCAN LED VEHICLE SYSTEM, ORG, DC DIRECT WIRE	163.00	652.00
1	BL 9200	HOSE JACKET, LEATHER, UP TO 3"	67.00	67.00
2	FDT SC12X14	SALVAGE COVER, 10oz. VINYL, RED, 12' X 14'	92.00	184.00
1	AMEREX A411	FIRE EXTINGUISHER, ABC, 20 Lb.	135.00	135.00
1	AMEREX 240	FIRE EXTINGUISHER, PRESSURIZED WATER, 2.5 GALLON	106.00	106.00
1	AMEREX 331	FIRE EXTINGUISHER, CO2, 15 Lb.	257.00	257.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

STANDARD SHIPPING TERMS PRE-PAY & ADD

FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE



Wally's Fire & Safety Equipment, Inc.

PO Box 1023
Mullins, SC 29574

TOLL FREE: (888) 784-2224
FAX: (843) 464-1001

QUOTE

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8/27/2019	49618

Bill To
SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
OCONEE COUNTY EMERGENCY MNGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: CHIEF CHARLIE KING

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
3	AMEREX 864	EXTINGUISHER BRACKET,HEAVY DUTY,STRAPS,6.5 - 8"	38.00	114.00
1	NO BID ON THIS LINE ITEM	MSA ALTAIR 4x GAS MONITOR,(O2, CO, H2S LEL), PUMP PROBE AND CHARGER	0.00	0.00
1	DT CC5B	COLLAPSIBLE CONES,5-28" , W/REFLECTIVE COLLARS AND STORAGE BAG	193.00	193.00
1	RKI 73-0060-56	SINGLE GAS MONITOR & CALIBRATION KIT, CO-03 MODEL, CARBON MONOXIDE (CO), 0-500ppm, WITH ALLIGATOR CLIP AND ALKALINE BATTERIES. Kit Includes: CO-03 Monitor, screwdriver, case and calibration kit (34L cylinder of 50ppm CO/N2, regulator, cal cup & tubing)	515.00	515.00
1	RAMFAN GX350	PPV FAN, 5.5hp HONDA GX200 ENGINE, 18" POWER SHROUD, 18,705cfm FOR A SINGLE DOOR, 22,145cfm FOR A DOUBLE DOOR, GH5005	1,808.00	1,808.00
4	NF 2130-9340-4	CENTURION,3%-6%,AR-AFF,5 GALLON PAIL	94.00	376.00
1	ALCO-LITE FL-10	FOLDING ATTIC LADDER,10'	205.00	205.00
1	ALCO-LITE PRL-14	PUMPER ROOF LADDER,14'	283.00	283.00
1	ALCO-LITE PEL-24	PUMPER EXTENSION LADDER,24'	603.00	603.00
20	FQ DJ30*B	FIREQUIP DJ800,POLY,3" X 2.5"NH X 50',SPECIFY COLOR	216.00	4,320.00
1	FREIGHT	FREIGHT CHARGES	2,168.40	2,168.40
PRICES GOOD TO DECEMBER 31, 2019				
REQUESTED BY: CHIEF CHARLIE KING				
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	\$38,308.40
			Sales Tax (0.0%)	\$0.00
			Total	\$38,308.40

STANDARD SHIPPING TERMS PRE-PAY & ADD

FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 19, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Council consideration and approval of adding a full time position for a Life after Lock Up participant, when is released from Oconee County Detention Center.

BACKGROUND OR HISTORY:

This inmate came to the OCDC on 01/25/19 from SCDOC as part of the designated facilities agreement between the Oconee County Detention Center and SC. Department of Corrections. He was assigned in house janitorial duties. We soon realized that he had a lot of knowledge and training in HVAC and refrigeration from his life outside the prison system. He began working not only on the Detention Center HVAC system but also the Sheriff's Office.

He has saved the Department numerous service fees on our air conditioning and most of our kitchen equipment over the past summer. We calculated our expenses just for the labor that we saved from having him do the work. The amount saved has been so far this year has been a total of \$13,824.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]
If no, explain briefly:

FINANCIAL IMPACT:

Salary for Custodian I - \$21,351
Fringe and Insurance - \$15,506
Total Financial Impact - \$36,857

ATTACHMENTS

STAFF RECOMMENDATION: It is the staff's recommendation that Council approve this request for Oconee County from the Sheriff's Life After Lockup Program.

Reviewed By/ Initials:

_____ County Attorney AVP Finance _____ Grants _____ Procurement

Submitted or Prepared By:

MCrenshaw/ABrown
Department Head/Elected Official

Approved for Submittal to Council:

Amanda Brock
Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 19, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council approval to allocate matching funding not to exceed \$300,000 to the City of Seneca / Oconee County Electric Bus Expansion Project Grant No. SC-2018-018-00.

BACKGROUND DESCRIPTION:

In 2016, the City of Seneca applied for a Low or No Emission Program with the DOT/Federal Transit Administration. They received \$1,450,000 Federal Funds and the local match of \$500,000 for a total project cost of \$1,950,000. Oconee County provided a commitment letter of \$300,000 towards the matching dollars in April 2016. Due to delays in production, the requirement for allocating funding was not necessary at the time of approval.

The matching funding has been included in, and approved in the Oconee County FY2019-2020 budget. This match is for the purchase of two 35-foot Proterra Catalyst Buses.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : AVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: Oconee County \$300,000 and City of Seneca \$200,000

Approved by : _____ Grants

ATTACHMENTS

1. Grant Application Package
2. Letter from SC Department of Transportation

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation to approve the allocation of matching funds in an amount not to exceed \$300,000.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



South Carolina
Department of Transportation

July 9, 2018

Mr. Edward R. Halbig
Planning Director
City of Seneca
221 East North First Street
Seneca, SC 29679

RE: Contract No.: PT-9N739-01

Dear Mr. Halbig,

I am pleased to inform you that your request for mass transit assistance under the Section (5339(c)) - Low or No Emission Bus Program has been awarded.

The original contract and one copy are enclosed for your agency's official signature. The two-signed contracts must be returned to South Carolina Department of Transportation (SCDOT) within thirty days of the above mailing date. Contracts may be voided if not returned in the allotted timeframe. Upon receipt of all contracts and final signature by the appropriate persons, a copy of the executed contract and an official award letter to begin services will be returned to your agency.

If you have any questions or concerns, please contact me at (803) 737-0531 or solanam@scdot.org. To ensure prompt services, please reference your contract number when writing and/or calling.

Sincerely,

Ann M. Solan
Grants Coordinator

AMS/mr
Enclosures

Tracking # 9505 9119 9653 8213 1923 63





South Carolina
Department of Transportation

August 10, 2018

Mr. Edward Halbig
City of Seneca
Post Office Box 4773
Seneca, South Carolina 29679

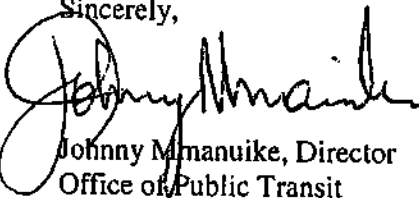
Re: Grant Agreement PT-9N739-01

Dear Mr. Halbig:

Enclosed is a fully executed subrecipient grant agreement for public transit assistance under the Low or No Emission Vehicle Deployment Program (Section 5339(b)). This letter serves as notice to proceed with the services and work as outlined in the contract.

If you have any questions or need additional information, please contact Renee Miller-Cotton, Regional Program Manager, at (803) 737-0822.

Sincerely,



Johnny M. Manuika, Director
Office of Public Transit

JKM:mbw

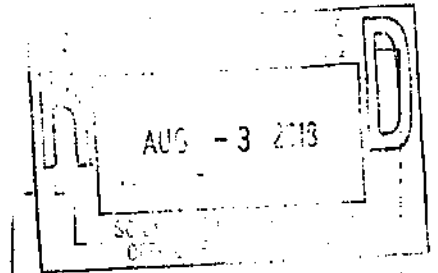
Enclosure

cc: Renee Miller-Cotton, Regional Program Manager, OPT
Michelle D. Rayford, Grants and Contracts Manager, OPT

File: OPT



SCDOT: PT-9N739-01
GRANT#: SC-2018-018-00
FY: 2018-2019



**SUBRECIPIENT GRANT AGREEMENT BETWEEN
THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
AND**

CITY OF SENECA

SECTION I. GENERAL RECITALS

THIS SUBRECIPIENT GRANT AGREEMENT, made and entered into this 1st day of July, 2018 by and between the South Carolina Department of Transportation, Columbia, South Carolina, hereinafter referred to as "SCDOT", and City of Seneca, a public transit provider, organized and existing under and by virtue of the laws of the State of South Carolina, with its principal offices in Seneca, South Carolina, located at 221E. North 1st Street, hereinafter referred to as "Subrecipient".

WITNESSETH:

WHEREAS, SCDOT and Subrecipient agree to work together in the development of the project as hereinafter more particularly described, and

WHEREAS, the Subrecipient shall perform the tasks as specified in the detailed Project Description and Scope of Service, hereinafter referred to as "ATTACHMENT A", for the contract period July 1, 2018 through June 30, 2022. The Subrecipient shall undertake and provide the services as described in "ATTACHMENT A" which reflects the Subrecipient's grant application on file with the SCDOT; and

WHEREAS, the Subrecipient has represented to SCDOT, through its application, that the Subrecipient is authorized, experienced and qualified to provide the services contemplated by this agreement and the SCDOT has relied upon such representation; and

WHEREAS, Section 57-3-110 of the Code of Laws for South Carolina authorizes SCDOT to enter into this agreement for such services.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF SUBRECIPIENT

The Subrecipient shall provide public transportation service in Oconee County, using federal earmark Low or No Emission Bus Program funds for capital assistance. A detailed project description and scope of services is attached hereto as "ATTACHMENT A" and specifically made a part of this agreement.

SECTION III. CERTIFICATIONS AND ASSURANCES

The Subrecipient shall submit to SCDOT all required certifications and assurances, including guarantees and declarations, as may be requested in the annual program announcement.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this agreement will be the date of execution as shown in Section I above. The period covered under this agreement is from July 1, 2018 to June 30, 2022. The Subrecipient shall begin work upon receipt of the SCDOT's written notice to proceed.

SECTION V. FEE AND COSTS

A. **Compensation:** For the services covered under this agreement, the Subrecipient shall be compensated by SCDOT as follows:

<u>CFDA #:</u>	<u>Federal Transit Administration (FTA):</u>	
20.509	Rural Program (Section 5311)	\$
20.513	Elderly Program (Section 5310)	\$
20.526	Capital Earmark (Section 5339)	\$ 1,450,000.00
20.507	Urban Program (Section 5307)	\$
20.521	New Freedom Program (Section 5317)	\$
20.516	Job Access Reverse Commute (Section 5316)	\$
20.515	Statewide Planning Funds (Section 5304)	\$
	<u>State Mass Transit (SMTF) Program:</u>	
	Match for Rural Program	\$
	Match for Urban Program	\$
	Match for Capital Earmark	\$
	Funds for Special Project	\$
	Maximum Funding Available through SCDOT	\$ 1,450,000.00

B. **Funding Summary.** The amount of compensation set forth in "ATTACHMENT B, FUNDING SUMMARY", attached hereto and specifically made a part of this agreement, represents a detailed funding summary for the project.

SECTION VI. MODE OF PAYMENT

Payment for all authorized and approved services and other items covered under this agreement shall be in accordance with the SCDOT/OFFICE OF PUBLIC TRANSIT (OPT), "*Monthly Request For Reimbursements Instructions*" included herein and made a part hereof by reference.

SECTION VII. GENERAL PROVISIONS

The SCDOT and the Subrecipient mutually agree as follows:

A. Master Agreement. The Federal Transit Administration Master Agreement, included herein by reference and made a part hereof, shall be followed subject to any additions, revisions or modifications required by the Federal Transit Administration, SCDOT and/or State of South Carolina. Any violation of a requirement in the Master Agreement applicable to the Subrecipient or this project may result in penalties to the violating party. Requirements that do not apply to Subrecipients or this project will not be enforced.

B. Drug-Free Workplace Certification. By execution of this agreement, Subrecipient certifies that it will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

C. South Carolina Illegal Immigration Reform Act. By execution of this agreement, Subrecipient certifies that it will comply with all applicable provisions of the S.C. Illegal Immigration Reform Act, Section 8-14-10, et seq. of the South Carolina Code of Laws.

D. Successors and Assigns. SCDOT OPT and Subrecipient each binds itself, its successors, and assigns to the other party, with respect to these requirements.

E. Third-Party Contracts. Because the project activities performed by a third-party contractor must be carried out in accordance with SCDOT, state and federal requirements, the Subrecipient agrees to include appropriate federal clauses for each third-party contract.

F. Reports and Deliverables. The Subrecipient shall submit to SCDOT reports, completed surveys and invoices in a timely manner. Failure on the part of the Subrecipient to comply with this requirement may result in suspension of expense reimbursements.

<u>Deliverable</u>	<u>Due Date</u>
Monthly Invoice	15 th of each month
Quarterly Grantee Progress Report	30 days after the end of quarter
State NTD report	Annually -- Aug. 30 th
Final Invoice	30 days after end of contract period

G. OPT Audit Requirements. Subrecipients who receive SCDOT OPT administered funding must comply with Chapter 6 of the State Management Plan (and as amended) which incorporates the Uniform Guidance: 2 CFR 200.500 series (and as amended), State of South

Carolina Office of the State Auditor audit requirements and SCDOT OPT audit/review requirements. Audit reports must be submitted within the earlier of nine months after the Subrecipient's fiscal year end or within thirty days of receipt of the audit report. Subrecipients must comply with the following:

SCDOT Audit/Review Requirements:

1. Single/Program Specific Audit

In compliance with the single audit threshold established 2 CFR 200.501 of the Uniform Guidance, agencies who expended \$750,000 or more in federal assistance in the fiscal year under audit must submit a single audit or program-specific audits.

2. Financial Statement/Program-Specific Audit

a. Agencies not meeting the scope of an A-133 audit but who expended State Mass Transit Funds (SMTF) administered by SCDOT OPT in the fiscal year under audit must submit a financial statement or program-specific audit in compliance with the State of South Carolina Office of the State Auditor.

b. Agencies not meeting the scope of 1 or 2(a) above but who expended \$100,000 or more in federal funds administered by SCDOT OPT in the fiscal year under audit must submit a financial statement audit or a program-specific review for OPT administered program funds.

3. No Audit / Review Submission Required

Agencies not meeting requirements of 1 or 2 above are not required to submit an audit report to SCDOT.

4. Schedule of Budget to Actual

Regardless of the type of audit (program specific review) required to be submitted, subrecipients are to include a "*Schedule of Budget to Actual*" for each SCDOT OPT contract in which funds were expended, to include RTAP funds. The schedule shall:

- a. Identify Sub-recipient name, contract number, contract period and program period.
- b. Identify line item expenses by category (Administration, Operations, Capital Assistance etc.) for Federal and State awards received and Local funds used to pay expenses.
- c. For SCDOT OPT contracts that cross multiple agency fiscal years, in addition to (a) and (b), schedules are to identify prior period and current period expenses.
- d. Include notes to describe significant accounting policies used in preparing the "*Schedule of Budget to Actual*" (cash or accrual basis of accounting) in either the schedule or notes to the schedule.
- e. Examples of schedules are attached hereto and specifically made a part of this agreement as "Attachment C".

Audit Report Submission Requirements:

1. Copy of the audit report that includes the SCDOT OPT required Schedule of Budget to Actual. Two copies if sub-recipient also receive U. S. Department of Transportation Highway funds from other SCDOT Departments.
2. Copy of the Data Collection Form (SF-SAC) for A-133 audits, as required.
3. Copy of the letter in which the auditor "**noted certain matters to management in a separate letter**".
4. Copy of the agency's response to the letter to management identified in #3.
5. Copy of the agency's response to audit findings if not included in the report.

H. Changes or Modifications. All changes or modifications to this agreement must be in writing and signed by both parties.

I. Disadvantaged Business Enterprise. By execution of this agreement, the Subrecipient agrees to facilitate DBEs participation under the project specified herein this agreement. Subrecipient must also ensure that each third-party contractor at any tier of the project is required to comply with this provision. SCDOT OPT has established a three and half percent (3.5%) DBE Goal to be achieved through race-neutral means. In order for contracts/subcontracts with DBEs to be counted toward the goal, the firm must be certified by the South Carolina Unified Certification Program which is administered by the South Carolina Department of Transportation Office of Business Development and Special Programs.

J. Entire Agreement. This agreement, with the referenced attachments, constitutes the entire agreement between the parties and, except for modifications prepared in accordance with provisions hereof, there are no collateral contracts or agreements between the parties relating to this work. This agreement is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

Signed, sealed and executed for the Subrecipient:

CITY OF SENECA

WITNESS:

Jana C Kirby

By: [Signature] 7/31/18
(Signature) (Date)

Fed. ID #57-6000954
DUNS # 80-8335251

Title: CITY ADMINISTRATOR

Signed, sealed and executed for SCDOT:

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WITNESS:

+

APPROVED BY:

[Signature] 8/10/18
Director, Office of Public Transit Date

RECOMMENDED BY:

[Signature] 8/10/2018
Grants/Program Manager Date

COMMISSION APPROVAL DATE:

May 17, 2018

ATTACHMENT A

PROJECT DESCRIPTION/SCOPE OF SERVICES

The City of Seneca and Oconee County are partnering to add two 35' Proterra Catalyst zero-emission extended-range battery electric buses to the nation's first all-electric transit bus system. This procurement is part of a planned all-electric transit service expansion to two municipalities in rural Oconee County that have been seeking service for over five years. Furthermore, these buses will complement the existing fast charge fleet vehicles and help create a more robust transit network.

In 2014, Seneca received six battery electric buses and became one of the nation's first municipalities to deploy an all-electric fleet. Since going all-electric, Seneca's fleet has traveled over 250,000 miles without the purchase of a single gallon of diesel fuel. Seneca has successfully demonstrated the benefits of the battery electric bus technology and plans to build upon that success by procuring additional electric buses and expanding service to new areas.

Proterra, a leader in the design and manufacture of zero-emission vehicles will serve as the electric bus manufacturer for Seneca. Proterra's zero-emission heavy-duty buses allow fleet operators to significantly reduce operating costs while delivering clean, quiet transportation to local communities. The collective experiences of Seneca, CTE, and Proterra will be used to effectively and efficiently implement the proposed project.

Oconee County is providing local funds to support the project.

ATTACHMENT B
FUNDING SUMMARY

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Seneca/SCDOT
FY 2017 FTA Low or No Emission Vehicle Deployment Program (Low-No)

USE OF FUNDS											
PROJECT BUDGET							5339 LoNo Budget				
Item Description	Partner	Qty	Unit Cost	State Tax Rate (if applicable)	Unit Cost	Project Total	Federal Share %	Local Share %	Total Federal Amount	Total Local Match	Total Project Budget
Buses											
Buses (35' Proterra Catalyst E2)	Proterra	2	\$ 693,600		\$ 693,600	\$ 1,387,200	69%	31%	\$ 951,856	\$ 435,344	\$ 1,387,200
Configurables/Options	Proterra	2	\$ 65,000		\$ 65,000	\$ 130,000	85%	15%	\$ 110,500	\$ 19,500	\$ 130,000
Paint/Wrap	Proterra	2	\$ 7,950		\$ 7,950	\$ 15,900	85%	15%	\$ 13,515	\$ 2,385	\$ 15,900
Spare Parts	Proterra	1	\$ -		\$ -	\$ -	85%	15%	\$ -	\$ -	\$ -
Diagnostic Tools & Laptop	Proterra	1	\$ 7,420		\$ 7,420	\$ 7,420	85%	15%	\$ 6,307	\$ 1,113	\$ 7,420
Data Access Tools	Proterra	2	\$ 1,500		\$ 1,500	\$ 3,000	85%	15%	\$ 2,550	\$ 450	\$ 3,000
Pre/Post Buy America Audit	CTE	1	\$ 11,200		\$ 11,200	\$ 11,200	85%	15%	\$ 9,520	\$ 1,680	\$ 11,200
Project Mgt & Tech Assistance	CTE	1	\$ 336,980		\$ 336,980	\$ 336,980	90%	10%	\$ 303,282	\$ 33,698	\$ 336,980
Bus Subtotal						\$ 1,891,700			\$ 1,397,530	\$ 494,170	\$ 1,891,700
Facilities											
Depot Chargers	Proterra	1	\$ 42,400		\$ 42,400	\$ 42,400	90%	10%	\$ 38,160	\$ 4,240	\$ 42,400
Depot Design/Build Services	Seneca	1	\$ -		\$ -	\$ -	90%	10%	\$ -	\$ -	\$ -
Depot Charger Installation	Proterra	1	\$ 15,900		\$ 15,900	\$ 15,900	90%	10%	\$ 14,310	\$ 1,590	\$ 15,900
Facilities Subtotal						\$ 58,300			\$ 52,470	\$ 5,830	\$ 58,300
Project Total						\$ 1,950,000			\$ 1,450,000	\$ 500,000	\$ 1,950,000

ATTACHMENT C

EXAMPLES OF SCHEDULE OF BUDGETED TO ACTUAL COSTS

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AGENCY NAME
SCHEDULE OF BUDGETED TO ACTUAL COSTS
 For the Year Ended December 31, 2010

SAMPLE

Schedule 1

OPT Contract #
 Contract period:

MT- 08XXX - 87								
July 1, 2009 - June 30, 2010								
Total Budget	Section 6311		SMTF*		Local		Total Program Variance	
	Current Jan - Jun 10	Prior Period Jul - Dec 09	Current Jan - Jun 10	Prior Jul - Dec 09	Current Jan - Jun 10	Prior Jul - Dec 09		
ADMINISTRATION								
Personnel	195,672	36,136	117,403	4,891	14,676	4,891	14,676	3,000
Fringe Benefits	41,566	8,313	24,940	1,039	3,118	1,039	3,118	(1)
Professional Serv	8,725	2,233	3,979	279	498	279	498	959
Custodial Fees	2,500	300	1,500	37	188	37	188	250
Supplies	2,026	211	1,410	26	177	26	177	(1)
Utilities	12,081	2,416	7,249	302	906	302	906	-
Insurance								
Caualty & Liab.	5,667	-	4,534	-	567	-	567	(1)
Bond	7,497	-	5,998	-	750	-	750	(1)
Lease & Rental								
Office	26,640	5,328	15,984	666	1,998	666	1,998	-
Equipment	7,027	1,406	4,216	176	527	176	527	(1)
Total Admin	309,401	56,342	187,213	7,416	23,405	7,416	23,405	4,204
OPERATIONS								
Personnel	178,652	22,331	66,995	11,165	33,498	11,165	33,498	-
Fringe Benefits	34,884	4,360	13,082	2,180	6,541	2,180	6,541	-
Contract Serv - Maint	76,396	9,167	21,391	4,583	10,696	4,583	10,696	15,280
Fuel & Lube	98,731	5,430	48,872	2,715	24,436	2,715	24,436	(9,873)
Miscellaneous								
Uniforms	1,890	189	756	95	378	95	378	(1)
Profes. Due & Sub	1,450	72	653	36	327	36	327	(1)
Total Ops.	392,003	41,549	151,749	20,774	75,876	20,774	75,876	5,405
CAPITAL								
30 ft. Bus	165,000	132,000		16,500		16,500		-
Van	40,000	32,000		4,000		4,000		-
Maint. Bldg	97,000	37,248	40,352	4,656	5,044	4,656	5,044	-
Maint. Equipment	12,500	3,000	6,000	375	750	375	750	1,250
Software	12,000	1,920	3,840	240	480	240	480	4,800
Total Cap.	326,500	206,168	50,192	25,771	6,274	25,771	6,274	6,050
Total program	1,027,904	304,059	389,154	53,961	105,555	53,961	105,555	15,659

Approved Budget	1,027,904
TI Federal Costs	693,213
TI State Costs*	159,516
TI Local Costs	159,516
Budget over Actual or Actual over Budget	15,659

*State and required local match are identical

SAMPLE

AGENCY NAME
SCHEDULE OF BUDGETED TO ACTUAL COSTS
For the Year Ended December 31, 2010

Schedule 2

OPT Contract #
 Contract period:

Performance period:

ADMINISTRATION

MT-09XXX - 87					
July 1, 2010- June 30, 2011					
Budget	5311	SMTF*	Local	Budget Bal.	
July - Dec 2010					
Personnel	195,672	117,403	14,676	14,676	48,917
Fringe Benefits	41,566	24,940	3,118	3,118	10,390
Professional Serv	8,725	3,979	498	498	3,750
Custodial Fees	2,500	1,500	188	188	624
Supplies	2,026	1,410	177	177	262
Utilities	12,081	7,249	906	906	3,020
Insurance					
Caualty & Liab.	5,667	4,534	567	567	(1)
Bond	7,497	5,998	750	750	(1)
Lease & Rental					
Office	26,640	15,984	1,998	1,998	6,660
Equipment	7,027	4,216	527	527	1,757
Total Admin	309,401	187,213	23,405	23,405	75,378

OPERATIONS

Personnel	178,652	66,995	33,498	33,498	44,661
Fringe Benefits	34,884	13,082	6,541	6,541	8,720
Contract Serv - Maint	76,396	21,391	10,696	10,696	33,613
Fuel & Lube	98,731	48,872	24,436	24,436	987
Miscellaneous					
Uniforms	1,890	756	378	378	378
Profes. Due & Sub	1,450	653	327	327	143
Total Ops.	392,003	151,749	75,876	75,876	88,502

CAPITAL

30 ft. Bus	165,000				165,000
Van	40,000				40,000
Maint. Bldg	97,000	40,352	5,044	5,044	46,560
Maint. Equipment	12,500	6,000	750	750	5,000
Software	12,000	3,840	480	480	7,200
Total Cap.	326,500	50,192	6,274	6,274	263,760
Total program	1,027,904	389,154	105,555	105,555	427,640

Approved Budget	1,027,904
TI Federal Costs	389,154
TI State Costs*	105,555
TI Local Costs	105,555
Budget Balance	<u>427,640</u>

*State and required local match are identical

SAMPLE

AGENCY NAME
SCHEDULE OF BUDGETED TO ACTUAL COSTS
For the Year Ended December 31, 2010

NOTE

Agencies with fiscal years ending December will need to present schedules as follows:

- 1 **Audit period ending December 31, 2009** will present one schedule per OPT administered programs
 - a. July 1, 2009 - June 31, 2010 contract period reporting expenses for
July 1 - Dec 31, 2009 as current expenses

- 2 **Audit period ending December 31, 2010** will present two schedules per OPT administered programs
 - a. July 1, 2009 - June 30, 2010 contract period reporting expenses for
Jan - June 30, 2010 as current period and identifying
July 1 - Dec 31, 2009 expenses as prior period

 - b. July 1, 2010 - June 30, 2011 contract period reporting expenses for
July 1 - Dec 31, 2010 as current period

SAMPLE

Grant Application Package

Opportunity Title:	Low or No Emission Program (Low-No Program) - 2016 NOFO
Offering Agency:	DOT/Federal Transit Administration
CFDA Number:	20.526
CFDA Description:	Bus and Bus Facilities Formula Program
Opportunity Number:	FTA-2016-003-TPM
Competition ID:	FTA-2016-003-TPM
Opportunity Open Date:	03/29/2016
Opportunity Close Date:	05/13/2016
Agency Contact:	Tara Clark Office of Program Management 202-366-2623 e-mail: tara.clark@dot.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

Select Forms to Complete

Mandatory

[SF424 Mandatory Form](#)

[Attachments](#)

Optional

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

1.a. Type of Submission:

- Application
- Plan
- Funding Request
- Other

Other (specify):

1.b. Frequency:

- Annual
- Quarterly
- Other

Other (specify):

1.d. Version:

- Initial
- Resubmission
- Revision
- Update

2. Date Received:

Completed by Grants.gov upon submission.

STATE USE ONLY:

3. Applicant Identifier:

5. Date Received by State:

4a. Federal Entity Identifier:

6. State Application Identifier:

4b. Federal Award Identifier:

1.c. Consolidated Application/Plan/Funding Request?

- Yes
- No

7. APPLICANT INFORMATION:

a. Legal Name:

South Carolina Department of Transportation

b. Employer/Taxpayer Identification Number (EIN/TIN):

c. Organizational DUNS:

d. Address:

Street1:

Street2:

City:

County / Parish:

State:

Province:

Country:

USA: UNITED STATES

Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this submission:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Organizational Affiliation:

Telephone Number:

Fax Number:

Email:

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

8a. TYPE OF APPLICANT:

A: State Government

Other (specify):

b. Additional Description:

9. Name of Federal Agency:

DOT/Federal Transit Administration

10. Catalog of Federal Domestic Assistance Number:

20.526

CFDA Title:

Bus and Bus Facilities Formula Program

11. Descriptive Title of Applicant's Project:

City of Seneca / Oconee County Electric Bus Expansion Project

12. Areas Affected by Funding:

City of Seneca / Oconee County, South Carolina

13. CONGRESSIONAL DISTRICTS OF:

a. Applicant:

SC-003

b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

14. FUNDING PERIOD:

a. Start Date:

10/01/2016

b. End Date:

11/30/2018

15. ESTIMATED FUNDING:

a. Federal (\$):

2,044,225.00

b. Match (\$):

361,275.00

16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

- a. This submission was made available to the State under the Executive Order 12372 Process for review on:
- b. Program is subject to E.O. 12372 but has not been selected by State for review.
- c. Program is not covered by E.O. 12372.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

17. Is The Applicant Delinquent On Any Federal Debt?

Yes No

18. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I Agree

** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Organizational Affiliation:

Telephone Number:

Fax Number:

Email:

Signature of Authorized Representative:

Date Signed:

Attach supporting documents as specified in agency instructions.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Consolidated Application/Plan/Funding Request Explanation:

[Empty text area for explanation]

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Applicant Federal Debt Delinquency Explanation:

[Empty text area for explanation]

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Seneca_Oconee LoNo Supplement	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Project Management Plan_Seneca	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Seneca LoNo Budget.pdf	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	LoNo 2016 Timeline_Seneca Occ	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	CTE_Services Qualifications.	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Proterra_Tech_Quals.pdf	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Senneca LoC.pdf	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	Seneca_Oconee Letters of Supp	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	Cost Share Commitment Letter	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	City of Seneca Transit Fleet	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	CTE_Emissions Calc Methodolog	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	City of Seneca Comprehensive	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment



**Oconee County
Administration**



T. Scott Moulder
Administrator
Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 638-4245
Fax: 864 638-4246

E-mail:
smoulder@oconeesc.com

COUNCIL

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
District III
Chairman

Joel Thrift
District IV

Reginald T. Dexter
District V



April 6, 2016

Mr. Johnny Mmanuiké
Director, Office of Public Transit
SCDOT
P.O. Box 191
Columbia, SC 29202-0191

RE: Oconee County's Funding Matching Commitment

Dear Mr. Mmanuiké:

I am providing Oconee County's commitment of \$300,000 towards matching dollars for future mass transit capital grant proposals. This commitment effort fosters that Oconee County sees mass transit as a long-standing and crucial strategic investment that will serve the traveling public and being responsive to our community. These dedicated matching dollars could be available for SCDOT's: 5311, 5339(b)(c) and Rides to Wellness grant funding programs.

The City of Seneca plays a vital role in providing mass transit services in and around the municipal limits, and the County plays a strategic role in the City's ongoing operations by providing an annual commitment of \$60,000 to support their CATBUS Operational budget.

The County sees this matching dollar commitment as to ensuring a safe, efficient, accessible and convenient transportation system that expands services and meets our rural communities while enhancing the quality of life for the Walhalla and Westminster residents, today and into the future.

Sincerely I am,

T. Scott Moulder



Oconee County
Administration

D. Richard Martin
Interim Administrator

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 368-4245
Fax: 864 638-4246

E-mail:
dmartin@oconeesc.com

COUNCIL

Edda Cammick
District I
Chair

Wayne McCall
District II

Paul Cain
District III

Julian Davis, III
District IV

James Glenn Hart
District V



June 20, 2018

Mr. Johnny Mmanuikie
Director, Office of Public Transit
SCDOT
P.O. Box 191
Columbia, SC 29202-0191

SUBJECT: City of Seneca's FY 2018-19 LONO Grant

Dear Mr. Mmanuikie:

I am providing Oconee County's commitment to dedicating \$300,000 towards matching dollars for the FY18-19 SCDOT - LONO grant proposal. This commitment effort fosters that this County sees mass transit as a long-standing and crucial investment that will serve the traveling public and being responsive to our consumers.

The City of Seneca plays a vital role in providing mass transit services in and around their city limits and the County has played a strategic role in their ongoing operations. With the County's annual commitment of \$60,000 towards the support of the CATBUS Operational budget.

Our County sees this commitment ensuring a safe, efficient, accessible and convenient transportation system that expands services and meets our rural communities while enhancing the quality of life for the Walhalla and Westminster residents, today and into the future.

Sincerely,

D. Richard Martin
Interim County Administrator



10/29/19

Oconee County Council

415 S. Pine St.

Walhalla, SC 29691

Dear Council Members,

The Golden Corner Food Pantry thanks you for supporting of our organization the past several years and respectfully requests your continued financial support for FY 2019-2020. The mission of the food pantry is to provide emergency and supplemental food to the disadvantaged and low-income residents of Oconee County.

In 2018, the Golden Corner Food Pantry served an average of 1,139 households and 2,253 individuals per month through our Daily and Senior Programs, providing about 1.2 million pounds of food. Clients are eligible to receive food if they live in Oconee County and have a combined household income of less the 150% of the Federal Poverty guidelines and/or are unemployed or disabled. The Daily Food Program helps families and single mothers transition through unexpected events and periods of unemployment. The Senior Program ensures low-income seniors have balanced food to improve their quality of life. Last year, we were also able to assist 850 households with nearly 1,000 requests for help other than food through our Make Life Better program. These requests included help with clothing, employment, utilities, and health care. The food pantry has more than 250 dedicated volunteers that collect, unload and distribute food as well as receive and interview clients.

The Golden Corner Food Pantry is requesting grant funding in the amount of \$2,292. Funds will be used to purchase food from the Golden Harvest Food Bank and local grocery stores for distribution to disadvantaged and low-income families and seniors in our community.

Sincerely,

Lisa Nock

Golden Corner Food Pantry Volunteer

PO Box 456

Seneca, SC 29679



**Annual Financial Statements
For the Year Ended December 31, 2018**

GOLDEN CORNER FOOD PANTRY

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DECEMBER 31, 2018

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Statement of Functional Expenses	4



MEMBER OF THE
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MARK A. PAYNE, CPA
JASON S. WHITE, CPA/PFS, CFP®, CFE
CHRISTIAN J. SCHMUTZ, CPA, MBA

PAYNE, WHITE & SCHMUTZ
— CERTIFIED PUBLIC ACCOUNTANTS, PA —

114 West North First Street, Seneca, SC 29678 (864) 882-1937 (864) 882-0849

Independent Accountant's Compilation Report

Board of Directors
Golden Corner Food Pantry

Management is responsible for the accompanying financial statements of Golden Corner Food Pantry, which comprise the statement of financial position as of December 31, 2018, and the related statements of activities and functional expenses for the year then ended. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the statement of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted statement of cash flow and disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Payne, White & Schmutz, CPA, PA

Payne, White & Schmutz, CPA, PA

May 7, 2019

FINANCIAL STATEMENTS

GOLDEN CORNER FOOD PANTRY
 STATEMENT OF FINANCIAL POSITION
 DECEMBER 31, 2018

<u>ASSETS</u>		<u>2018</u>
CURRENT ASSETS		
Cash		\$ 396,062
Contributions Receivable		10,007
Inventory		46,265
Prepaid Expenses		129
		<u>452,463</u>
NONCURRENT ASSETS		
Land and Land Improvements		111,523
Building		330,794
Furniture and Equipment		105,389
Accumulated Depreciation		<u>(169,901)</u>
		<u>377,805</u>
		<u>\$ 830,268</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts Payable		11,099
Payroll Taxes		<u>3,157</u>
		<u>14,256</u>
		<u>14,256</u>
NET ASSETS		
Without Donor Restrictions:		
Available for Operations		604,512
Designated for Food Reserve		75,000
Designated for Capital Replacement		<u>16,000</u>
Total Net Assets Without Donor Restrictions		695,512
With Donor Restrictions		<u>120,500</u>
		<u>816,012</u>
		<u>\$ 830,268</u>

See accountant's report

GOLDEN CORNER FOOD PANTRY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2018

	2018		
	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
PUBLIC SUPPORT AND REVENUE			
PUBLIC SUPPORT			
Pledges and Contributions	\$ 183,808	\$ -	\$ 183,808
Donated Goods and Food	338,375	-	338,375
Grants	69,534	-	69,534
TOTAL PUBLIC SUPPORT	591,717	-	591,717
REVENUE			
Interest	3,386	-	3,386
Miscellaneous	533	-	533
TOTAL REVENUE	3,919	-	3,919
TOTAL PUBLIC SUPPORT AND REVENUE	595,636	-	595,636
EXPENSES			
Program Expenses	573,789	-	573,789
Management and General Expenses	8,308	-	8,308
Fundraising Expenses	5,488	-	5,488
TOTAL EXPENSES	587,585	-	587,585
CHANGE IN NET ASSETS	8,051	-	8,051
NET ASSETS, BEGINNING	687,461	120,500	807,961
NET ASSETS, ENDING	\$ 695,512	\$ 120,500	\$ 816,012

See accountant's report

GOLDEN CORNER FOOD PANTRY
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2018

	2018			
	SUPPORTING SERVICES			
	PROGRAM SERVICES	MANAGEMENT AND GENERAL	FUND RAISING	TOTAL EXPENSES
Donated Goods and Food	\$ 336,087	\$ -	\$ -	\$ 336,087
Purchased Food	138,951	-	-	138,951
Compensation	40,375	4,648	3,486	48,509
Transportation	13,147	-	-	13,147
Depreciation	18,998	432	-	19,430
Occupancy	20,668	470	-	21,138
Supplies	5,563	126	-	5,689
Communication	-	-	2,002	2,002
Other Expenses	-	2,632	-	2,632
TOTAL EXPENSES	\$ 573,789	\$ 8,308	\$ 5,488	\$ 587,585

See accountant's report



October 2019

Dear Food Pantry Supporter,

We are so grateful for your support this year, whether you are a volunteer, a financial supporter, or both! We couldn't serve the food needs of the low-income population of Oconee County without your help. There have been some encouraging outcomes this year, and some challenges as well, so please read this update carefully, and consider using the enclosed donation envelope to make a contribution before the end of the year. And just like last year, we invite you to use the second envelope to pass on to a friend or colleague.

- **So far this year, we are serving an average of 1,050 households per month, which is 2,100 people.** This includes families with children, disabled adults living alone, single parent households, multi-generation households, and senior citizens. In short, each person we serve could be a neighbor, and each family we help could be the family we sit next to at church or see in the aisles at the grocery store. Sometimes, a car accident, job loss or medical emergency is all that stands between the people who support the food pantry and the people who are helped by the pantry.
- **Our funding from WalMart in support of our Improved Nutrition Program ended on June 30.** Through the Improved Nutrition Program, we have been able to provide fresh milk and eggs, and whole grain cereals to all our clients at every visit, and we continue to work to find new sources of support for this program (see below).
- **We received a one-time \$17,000 check from the Blue Ridge Electric Cooperative in June!** We applied and were selected to be one of the organizations to benefit from the 2019 Blue Ridge Fest. Blue Ridge employees, corporate sponsors and volunteers from recipient organizations (including GCFP!) worked hard selling raffle tickets, serving food, taking tickets, etc. While this money does not replace the Improved Nutrition Program funding from previous years, it does help us maintain our Improved Nutrition Program at their current level through the end of the year.
- **At the end of last year, we took a food preference survey of the clients who visited the pantry.** The results helped us fine-tune the contents of our non-perishable food boxes to make the most of the funds we use to purchase these items, and this was very useful. We also included an open-ended request for feedback, and the comments were overwhelmingly positive. Many comments were along the lines of "we don't know how we would get through the month without the food we receive from you" and "your volunteers are so kind and they don't make me feel bad about coming here to get food". This tells us that our volunteers are great, and that the work we do is of real value to the community.
- **We have a new/used refrigerated truck!** Just a few weeks ago, it became evident that our truck was at the end of its useful life (300,000+ miles!), and a refrigerated truck enables us to safely transport meat and other frozen and refrigerated items that our grocery store partners donate to us each day. We put 45,000 miles per year on our truck and pick up 160,000 pounds of food, so it is a crucial part of the food assistance we provide. Several of our board members, along with our Executive Director Jeff Heaton, got together for a couple of emergency meetings, and the result is our new truck, which is already in use. This truck was financed through our reserve

account (which we save for this type of situation) and an emergency grant from the Green Family Foundation. We are very grateful to the Green Family Foundation for their quick response to our request.

- **Lauren Kroeger, registered dietician from Prisma Health here in Oconee County paid us a visit this spring.** She learned all about the food pantry, and then made some recommendations about the nutritional balance of our non-perishable food distribution. She also developed a short handout for our clients about healthy eating. For example, did you know that you can decrease the sodium content of canned beans and vegetables just by rinsing them before you cook them? Thanks, Lauren!
- **We continue to build upon our Make Life Better program.** Steve Finger continues to update the "Where to Turn for Help" handout, and he sends out regular emails to our interviewers, highlighting resources that are available in Oconee County. This is an important part of our overall plan for helping our clients find the assistance they need to become self-sustaining.

Financially, we are presently on track, but we do rely heavily on individual donations that come in during the final months of the year. Except for our one paid position (Executive Director), all work is done by volunteers. We have no mortgage and do not use a professional fundraiser, so the money you donate goes to provide food; and the food we purchase is bought at greatly reduced prices.

We are including a donation envelope with this letter, and we ask that you continue to provide the support we need to answer Christ's call to "Feed My Sheep". We are again including a second envelope for you to share with a friend, colleague or fellow church-goer, and please, share our story with them at the same time!

Make your tax-deductible checks payable to Golden Corner Food Pantry and mail to P.O. Box 456, Seneca, SC 29679 or go to www.goldencornerpantry.org to donate online.

Other ways to help:

- **When you shop on Amazon.com, please use Amazon Smile and specify the food pantry as your charity.** If you do this, we get ½% of what you spend in donations. To date, we have received more than \$1,000 in Amazon Smile donations.
- **Find out if your company has a matching gift program, and ask if they will match your donations.** Some companies want specific information from the charity, and we will be happy to provide whatever you need.
- **If you are on Facebook, please "like" the Golden Corner Food Pantry and be sure to share our posts to help us spread the word.** Or you might consider doing a Facebook fundraiser for your birthday to benefit the food pantry.

On behalf of the Board, **thank you for your generosity and support.** Please continue to pray for our efforts. God clearly hears you and responds.


Mike Harlin

Mike Harlin
Board Chairman

Steve Finger

Steve Finger
Board Vice Chairman

Other board members: Mark Torres, Ann Smith, Father William Hearne, Jim Redmond, Marcus Mauney, Tom Fuss, Marilyn Allen, Jane Harlin, Ron Kaufman, and Executive Director Jeff Heaton.

 Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [<1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	VACANT	Tony Adams [1]	Stacy Smith	Daniel Dreher [1]	Bill Bruehl [1]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	Ryan Honea [<1]	John Eagar [1]	Charles Morgan [<1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1] Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT							
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]	
Destination Oconee Action Committee														
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]	
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Sarai Melendez [1, 6/19]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, Interim Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							
[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.														
[SHADING = reappointment requested - questionnaire on file] Denotes Individual who DOES NOT WISH TO BE REAPPOINTED														
Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.														

STATE OF SOUTH CAROLINA

RESOLUTION 2019-21

COUNTY OF OCONEE

**A RESOLUTION TO OPT OUT OF THE NATIONWIDE CLASS
CERTIFIED FOR NEGOTIATION PURPOSES IN
IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION, MDL 2804**

WHEREAS, Oconee County (the County) is a plaintiff in the consolidated South Carolina state court action *In re: South Carolina Opioid Litigation* and is represented in that action by Harrison White, P.C., Marc J. Bern & Partners LLP, and Gary E. Clary (South Carolina Opioid Counsel);

WHEREAS, a class has been certified under Rule 23 of the Federal Rules of Civil Procedure (the Class) in the multidistrict litigation *In Re: National Prescription Opiate Litigation* that is intended to encourage and facilitate negotiations between opioid defendants and Class members;

WHEREAS, the Class encompasses all cities and counties in the United States, including the County;

WHEREAS, membership in the Class allows the County to share in any approved nationwide settlement reached with the Class (an Approved Settlement) and binds the County to any such settlement;

WHEREAS, opting out of the Class foregoes the County's right to share in an Approved Settlement and prevents the County from being bound by any such settlement;

WHEREAS, the deadline for opting out of the Class is November 22, 2019 (the Opt-Out Deadline), after which there is no guarantee that the County will be permitted to change its position relative to the Class;

WHEREAS, the failure to affirmatively opt out of the Class by the Opt-Out Deadline will result in the County remaining a member of the Class;

WHEREAS, the County recognizes that it could choose to be a member of the Class but desires to opt out of it;

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council (the Council) that the County will opt out of membership in the Class. **BE IT FURTHER RESOLVED THAT** the Oconee County Administrator is directed to sign the appropriate exclusion request form, thereby

affirmatively opting Oconee County out of the Class, and the Oconee County Attorney shall communicate the Council's decision and deliver the exclusion request form to South Carolina Opioid Counsel as soon as is practicable after the adoption of this resolution to ensure the County's decision to opt out of the Class is effectuated.

Adopted this 19th day of November, 2019.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Julian Davis, III
Chair, Oconee County Council

STATE OF SOUTH CAROLINA

RESOLUTION 2019-21

COUNTY OF OCONEE

**A RESOLUTION TO REMAIN IN TO THE NATIONWIDE CLASS
CERTIFIED FOR NEGOTIATION PURPOSES IN
IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION, MDL 2804**

WHEREAS, Oconee County (the County) is a plaintiff in the consolidated South Carolina state court action *In re: South Carolina Opioid Litigation* and is represented in that action by Harrison White, P.C., Marc J. Bern & Partners LLP, and Gary E. Clary (South Carolina Opioid Counsel);

WHEREAS, a class has been certified under Rule 23 of the Federal Rules of Civil Procedure (the Class) in the multidistrict litigation *In Re: National Prescription Opiate Litigation* that is intended to encourage and facilitate negotiations between opioid defendants and Class members;

WHEREAS, the Class encompasses all cities and counties in the United States, including the County;

WHEREAS, membership in the Class allows the County to share in any approved nationwide settlement reached with the Class (an Approved Settlement) and binds the County to any such settlement;

WHEREAS, opting out of the Class foregoes the County's right to share in an Approved Settlement and prevents the County from being bound by any such settlement;

WHEREAS, the deadline for opting out of the Class is November 22, 2019 (the Opt-Out Deadline), after which there is no guarantee that the County will be permitted to change its position relative to the Class;

WHEREAS, the failure to affirmatively opt out of the Class by the Opt-Out Deadline will result in the County remaining a member of the Class;

WHEREAS, the County recognizes that it could choose to opt out of the Class but desires to remain a member of it;

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council (the Council) that the County will remain a member of the Class. **BE IT FURTHER RESOLVED THAT** the County Attorney shall communicate the Council's decision to South Carolina Opioid Counsel as


soon as is practicable after the adoption of this resolution to ensure the County's status as a Class member is preserved.

Adopted this 19th day of November, 2019.


ATTEST:

Clerk to Oconee County Council
Katie Smith

Julian Davis, III
Chair, Oconee County Council



Oconee County Council



Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be **only** on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2019 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

HOUSES



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Seneca, SC 29678
\$59,900**

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TRANSPORTATION

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116k miles, \$5,500
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402 S. Oak Street
Seneca - 864-882-1467**



**10 Mercury Grand
Marquis LS
105K, \$5,500.
Pete's Auto
402 Oak Street - Seneca
Call 882-1467**



LEGALS

phone number of the person filing the protest;
(2) The specific reasons why the application should be denied;
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 885-0110

PUBLIC NOTICE

The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

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The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

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- Soffit Cleaning
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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/12/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/12/2019



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028



General Fund Monthly Council Report

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
General Fund Revenue											
080 Encumbrance Roll from FY 2019							(1,404,481.72)				Will Show in September Report
080 Local Revenue	45,753,026.00	45,753,026.00	538,269.50	1,137,054.20	1,084,156.41	3,384,509.18	6,143,989.29	-	39,609,036.71	87%	
081 State Revenue	3,863,980.00	3,863,908.00	-	3,339.54	438.20	1,081,638.94	1,085,416.68	-	2,778,491.32	72%	
082 Federal Revenue	69,500.00	69,500.00	-	-	594.00	10,975.12	11,569.12	-	57,930.88	83%	
090 Other Financing Sources	303,043.00	303,043.00	-	6,964.04	-	41,217.10	48,181.14	-	254,861.86	84%	
Total General Fund Revenue	49,989,549.00	49,989,477.00	538,269.50				5,884,674.51	-	42,700,320.77		
General Fund Expenditures											
101 Sheriff	8,908,806.00	8,918,554.77	445,222.43	1,017,601.75	687,803.86	681,293.97	2,831,922.01	78,082.15	6,008,550.61	67%	
103 Coroner	258,302.00	258,302.00	7,127.17	35,544.64	15,486.36	13,513.55	71,671.72	852.48	185,777.80	72%	
104 Communications	1,581,694.00	1,581,694.00	71,610.43	170,235.07	114,698.05	131,900.67	488,444.22	6,441.63	1,086,808.15	69%	
106 Law Enforcement Center	4,025,939.00	4,032,239.00	209,611.35	463,152.67	360,220.36	354,066.58	1,387,050.96	345,061.10	2,300,126.94	57%	Encumbrances for the entire year
107 Ems & Fire Services	4,441,956.00	5,615,373.40	145,965.42	362,120.96	1,288,416.45	223,885.68	2,020,388.51	82,019.53	3,512,965.36	63%	
110 Animal Control	640,407.00	640,407.00	29,887.09	59,246.64	61,826.21	43,186.69	194,146.63	879.76	445,380.61	70%	
202 Parks, Recreation, & Tour	756,728.00	756,728.00	144,843.59	54,844.17	33,705.85	36,297.10	269,690.71	1,004.14	486,033.15	64%	
203 High Falls Park	441,620.00	738,626.00	23,951.88	57,108.94	36,805.41	30,564.39	148,430.62	314,159.60	276,035.78	37%	New Facilities Encumbered
204 South Cove Park	515,213.00	515,213.00	22,660.92	56,292.76	38,242.32	37,933.39	155,129.39	-	360,083.61	70%	
205 Chau Ram Park	360,875.00	360,875.00	12,470.55	31,341.55	25,384.66	29,291.04	98,487.80	-	262,387.20	73%	
206 Library	1,426,820.00	1,426,820.00	124,614.00	141,128.50	113,919.55	95,506.24	475,168.29	8,272.19	943,379.52	66%	
301 Assessor	1,040,306.00	1,085,306.00	40,231.14	103,331.31	64,556.20	100,112.01	308,230.66	62,350.78	714,724.56	66%	
302 Auditor	554,485.00	554,485.00	25,794.91	48,408.49	35,533.59	40,871.95	150,608.94	76,679.34	327,196.72	59%	Encumbrances for the entire year
303 Brd Of Assessment Appeals	12,001.00	12,001.00	148.33	250.71	107.65	746.64	1,253.33	-	10,747.67	90%	
305 Tax Collector	445,660.00	445,660.00	36,029.40	33,013.68	47,144.76	33,779.53	149,967.37	92,941.56	202,751.07	45%	Encumbrances for the entire year
306 Treasurer	614,715.00	614,715.00	31,342.09	55,035.37	69,155.14	41,726.47	197,259.07	75,461.99	341,993.94	56%	Encumbrances for the entire year
402 Dept Of Social Services	21,200.00	21,200.00	838.92	922.07	1,316.66	1,997.64	5,075.29	-	16,124.71	76%	
403 Health Department	41,634.00	41,634.00	-	2,051.77	1,609.97	1,854.51	5,516.25	-	36,117.75	87%	
404 Veterans' Affairs	197,448.00	197,448.00	8,619.70	20,592.54	14,306.45	13,768.89	57,287.58	2,304.00	137,856.42	70%	
501 Clerk Of Court	706,363.00	706,363.00	39,735.11	110,685.57	44,273.48	39,924.93	234,619.09	18,747.12	452,996.79	64%	
502 Probate Court	357,171.00	357,171.00	16,488.68	40,737.97	26,934.60	25,991.75	110,153.00	2,785.54	244,232.46	68%	
504 Solicitor	943,375.00	943,375.00	43,575.40	103,865.18	69,469.55	68,751.81	285,661.94	-	657,713.06	70%	
509 Magistrate	849,591.00	849,591.00	32,452.45	117,685.00	57,486.41	62,214.11	269,837.97	24,663.23	555,089.80	65%	
510 Public Defender	240,000.00	240,000.00	-	120,000.00	-	-	120,000.00	-	120,000.00	50%	Paid out in two quarterly payments
601 Road Department	2,836,830.00	2,864,140.06	113,791.58	265,681.59	178,194.90	190,706.77	748,374.84	16,948.49	2,098,816.73	73%	
702 Community Development	664,419.00	664,419.00	51,876.68	57,171.85	37,317.95	49,356.73	195,723.21	3,404.23	465,291.56	70%	
704 County Council	308,055.00	308,055.00	31,663.80	76,788.84	18,163.98	15,709.61	142,326.23	58,581.16	107,147.61	35%	
705 Direct Aid	762,900.00	762,900.00	38,492.00	177,700.00	15,000.00	122,242.00	353,434.00	-	409,466.00	54%	
706 Delegation	93,885.00	93,885.00	3,765.76	9,870.49	6,923.24	7,875.94	28,435.43	618.53	64,831.04	69%	
707 Economic Development	729,741.00	729,741.00	15,691.20	112,766.51	25,069.42	100,355.17	253,882.30	3,379.54	472,479.16	65%	
708 Finance Department	670,929.00	619,547.00	58,285.72	62,729.94	41,067.46	39,882.32	201,965.44	3,785.05	413,796.51	67%	
709 Non-Departmental	2,927,030.00	2,927,440.00	13,862.07	58,898.22	50,919.41	988,223.21	1,111,902.91	3,851.62	1,811,685.47	62%	Lease Payments not due until October
710 Human Resources	326,404.00	328,284.00	11,195.40	34,526.47	25,351.64	24,612.53	95,686.04	2,687.20	229,910.76	70%	
711 Information Technology	895,927.00	927,232.00	30,007.88	108,599.60	80,796.90	65,730.10	285,134.48	50,098.05	591,999.47	64%	
712 Planning Department	275,472.00	314,059.36	10,222.83	31,753.82	22,417.65	23,499.93	87,894.23	31,717.51	194,447.62	62%	
713 Procurement	153,472.00	154,672.00	6,283.72	15,891.86	10,510.12	11,628.24	44,313.94	1,179.50	109,178.56	71%	
714 Facilities Maintenance	1,460,576.00	1,467,519.00	54,810.55	129,040.56	98,833.93	102,386.14	385,071.18	13,473.73	1,068,974.09	73%	
715 Registration & Elections	249,682.00	249,682.00	8,759.99	22,645.32	14,954.15	9,098.18	55,457.64	1,188.47	193,035.89	77%	
716 Soil & Water Conservation	80,171.00	80,171.00	2,168.82	5,545.06	4,057.86	5,237.98	17,009.72	5,408.00	57,753.28	72%	
717 Administrator's Office	705,051.00	713,605.00	16,337.85	83,378.00	23,327.64	23,113.25	146,156.74	2,125.17	565,323.09	79%	
718 Solid Waste Department	4,177,264.00	4,250,466.13	109,590.64	282,804.84	191,656.33	679,310.31	1,263,362.12	1,176,972.54	1,810,131.47	43%	
720 Airport	1,263,211.00	1,263,211.00	67,854.56	105,977.39	138,852.57	211,712.59	524,397.11	366,938.76	371,875.13	29%	Encumbrances for the entire year
721 Vehicle Maintenance	924,797.00	924,797.00	43,011.49	99,620.89	64,713.62	75,636.77	282,982.77	3,187.00	638,627.23	69%	
735 Register Of Deeds	317,069.00	317,069.00	15,147.24	26,607.54	21,896.44	28,156.40	91,807.62	51,055.79	174,205.59	55%	Encumbrances for the entire year
741 County Attorney	369,283.00	379,283.00	10,841.56	34,202.09	24,615.46	25,222.27	94,881.38	-	284,401.62	75%	

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
095 Other Financing Uses	415,000.00	415,000.00	-	-	-	-	-	-	415,000.00	100%	
Encumbrance Reserve add to Dept	-	(1,404,481.72)	-	-	-	-	-	-			
Total General Fund Expenditures	49,989,477.00	50,264,477.00	2,226,882.30	5,007,398.19	4,303,044.21	4,908,875.98	16,446,200.68	2,989,306.48	32,233,451.56	64%	

Rock Quarry Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenue											
080 Encumbrance Roll from FY 2019							(5,233,092.90)				
080 Local Revenue	6,690,575.00	6,690,575.00	168,770.45	823,717.69	279,388.13	704,507.76	1,976,384.03	-	4,714,190.97	70%	
Total Revenue	6,690,575.00	6,690,575.00	168,770.45				1,976,384.03	-	4,714,190.97		
Expenditure											
719 Rock Quarry	6,690,575.00	11,923,667.90	332,910.07	892,809.45	245,294.52	232,940.67	1,703,954.71	6,459,636.89	3,760,076.30	32%	
095 Other Financing Uses	750,000.00	750,000.00	-	-	-	-	-	-	750,000.00	100%	
Encumbrance Roll Over		(5,233,092.90)	-	-	-	-	-	-			
Total Expenditure	7,440,575.00	7,440,575.00	332,910.07	892,809.45	245,294.52		1,703,954.71	6,459,636.89	4,510,076.30	61%	

Emergency Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues											
080 Encumbrance Roll from FY 2019							(99,241.19)				
080 Local Revenue	1,500,000.00	1,500,000.00	11,136.01	10,800.63	10,089.42	172,989.91	205,015.97	-	1,294,984.03	86%	
Total Revenue	1,500,000.00	1,500,000.00	11,136.01				205,015.97	-	1,294,984.03		
Expenditure											
020 Emergency Services Fund	1,500,000.00	1,599,241.19	3,339.41	3,324.46	4,572.46	286,164.21	297,400.54	-	1,301,840.65	81%	
		(99,241.19)									
Total Expenditures	1,500,000.00	1,500,000.00	3,339.41	3,324.46			297,400.54	-	1,301,840.65	87%	

Sheriff Victims' Services Special Revenue Fund

	Budget	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Assessments/Surcharges	57,000.00	4,570.63	4,046.35	4,497.81	4,660.43	17,775.22	-	39,224.78	69%	Sept Revenue will post on the 15 October
General Fund Transfer	85,000.00	-	-	-	-	-	-	-	-	
Total Revenue	142,000.00	4,570.63				17,775.22	-	39,224.78		
Expenditure										
Victims Services Salaries (2)	140,513.00	6,127.08	14,082.02	9,085.88	9,615.56	38,910.54	-	101,602.46	72%	
Total Expenditures	140,513.00	6,127.08	14,082.02			38,910.54	-	101,602.46	72%	

Solicitor Victims' Services Special Revenue Fund

	Budget	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Assessments/Surcharges	23,000.00	938.35	991.48	1,800.13	1,170.87	4,900.83	-	18,099.17	79%	Sept Revenue will post on the 15 October
General Fund Transfer	55,000.00	-	-	-	-	-	-	-	-	
Total Revenue	78,000.00	938.35				4,900.83	-	18,099.17		
Expenditure										
Victims Services Salary (1)	70,698.00	3,347.80	7,992.33	5,328.22	5,328.22	21,996.57	-	48,701.43	69%	
Total Expenditures	70,698.00	3,347.80	7,992.33			21,996.57	-	48,701.43	69%	

911 Communications Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues											
Encumbrance Reserve							(369,836.14)				
AT&T Surcharge	160,000.00	160,000.00	-	10,760.94	10,445.96	9,961.67	31,168.57	-	128,831.43	81%	Aug Revenue will post on the 15 Sept
Competitive Local Exchange Carrier	60,000.00	60,000.00	-	3,048.56	3,968.36	3,860.50	10,877.42		49,122.58		
State Wireless	70,000.00	70,000.00	-	-	-	-	-		70,000.00		Aug Revenue was Prior Year Revenue
Budget and Control Board	200,000.00	200,000.00	-	-	-	33,747.95	33,747.95		166,252.05		Aug Revenue was Prior Year Revenue
Use of Fund Balance	513,000.00	513,000.00	-	-	-	-	-		513,000.00		
Total Revenue	1,003,000.00	1,003,000.00	-	13,809.50	14,414.32	47,570.12	75,793.94	-	927,206.06		
Expenditure											
225 Communications 911 Funds	1,003,000.00	1,372,836.14	243,055.39	85,015.17	303,407.05	64,206.96	695,684.57	107,039.01	570,112.56	42%	
Encumbrance Reserve		(369,836.14)									
Total Expenditures	1,003,000.00	1,003,000.00	243,055.39	85,015.17			695,684.57	107,039.01	570,112.56	57%	

Tri-County Technical College Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues											
Tax Collections	1,670,000.00	1,670,000.00	-	15,637.06	11,929.59	12,165.25	39,731.90		1,630,268.10	98%	Main Collection Months Nov - Feb
Total Revenue	1,670,000.00	1,670,000.00	-	15,637.06	11,929.59	12,165.25	39,731.90	-	1,630,268.10		
Expenditure											
TCTC Payments	1,585,200.00	1,585,200.00	-	15,637.06	-	-	15,637.06	-	1,569,562.94	99%	Payments for the month post the following month on the 15.
Total Expenditures	1,585,200.00	1,585,200.00	-	15,637.06	-	-	15,637.06	-	1,569,562.94	99%	

Road Maintenance Tax Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues											
Encumbrance Reserve							(1,282,569.13)				
Tax Collections	1,171,920.00	1,171,920.00	9,872.85	8,531.85	8,323.27	63,719.18	90,447.15	-	1,081,472.85	92%	Main Collection Months Nov - Feb
National Forestry Title I	220,000.00	220,000.00	-	-	-	-	-				
Total Revenue	1,171,920.00	1,171,920.00	9,872.85	8,531.85	8,323.27	63,719.18	90,447.15	-	1,081,472.85		
Expenditures											
Expenditures	1,470,000.00	2,752,569.13	21,402.62	34,687.16	115,913.41	38,835.58	210,838.77	1,346,082.60	1,195,647.76	43%	
		(1,282,569.13)									
Total Expenditures	1,470,000.00	1,470,000.00	21,402.62	34,687.16	115,913.41	38,835.58	210,838.77	1,346,082.60	1,195,647.76	81%	

Economic Development Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues											
Encumbrance Reserve							968,750.70				
Tax Collections	1,327,873.00	1,327,873.00	5,199.73	5,761.96	5,582.53	86,876.21	103,420.43	-	1,224,452.57	92%	Main Collection Months Nov - Feb
FILOT	500,000.00	500,000.00	-	-	-	-	-	-	500,000.00	100%	Usually Dec - Feb Payments
Total Revenue	1,827,873.00	1,827,873.00	5,199.73	5,761.96	5,582.53	86,876.21	103,420.43	-	1,724,452.57		
Expenditures											
Encumbrance Reserve	1,827,873.00	1,827,873.00	4,921.21	9,260.40	8,814.70	93,682.79	116,679.10	1,500,513.32	210,680.58	12%	
		(968,750.70)									
Total Expenditures	1,827,873.00	1,827,873.00	4,921.21	9,260.40	8,814.70	93,682.79	116,679.10	1,500,513.32	210,680.58	12%	

Bridge and Culvert Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues											
Encumbrance Reserve							(26,147.94)				
Tax Collections	550,000.00	550,000.00	4,693.49	4,056.07	3,964.61	30,335.25	43,049.42	-	506,950.58	92%	Main Collection Months Nov - Feb
Total Revenue	550,000.00	550,000.00	4,693.49	4,056.07	3,964.61	30,335.25	43,049.42	-	506,950.58		
Expenditures											
Encumbrance Reserve	550,000.00	550,000.00	3,885.13	27,363.77	2,528.00	65,803.30	99,580.20	75,987.94	374,431.86	68%	
		(26,147.94)									
Total Expenditures	550,000.00	523,852.06	3,885.13	27,363.77	2,528.00	65,803.30	99,580.20	75,987.94	374,431.86	71%	

Capital Equipment & Vehicle Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Budget (Amended as of 09/30/19)	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues											
Tax Collections	1,096,728.00	1,096,728.00	-	-	-	66,788.98	66,788.98	-	1,029,939.02	94%	Main Collection Months Nov - Feb
Insurance Proceeds	50,000.00	50,000.00	-	-	-	28,046.00	-	-	50,000.00	100%	
Sale of Capital Assets	50,000.00	50,000.00	-	-	-	-	-	-	50,000.00	100%	
Transfer from General Capital	129,223.00	129,223.00	-	-	-	-	-	-	129,223.00	100%	
Transfer from General Fund	275,000.00	275,000.00	-	-	-	-	-	-	275,000.00	100%	
Total Revenue	1,600,951.00	1,600,951.00	-	-	-	94,834.98	66,788.98	-	1,534,162.02		
Expenditures											
Encumbrance Reserve	1,600,951.00	1,600,951.00	-	-	-	-	-	-	1,600,951.00	100%	
Sheriff Law Enforcement Center			-	30,978.12	-	-	30,978.12	88,104.00	(88,104.00)		
Airport			-	-	24,963.00	-	24,963.00	-	(30,978.12)		
Solid Waste			-	-	-	216,567.00	216,567.00	-	(24,963.00)		
									(216,567.00)		
Total Expenditures	1,600,951.00	1,600,951.00	-	30,978.12	24,963.00	216,567.00	272,508.12	88,104.00	1,240,338.88	77%	

Debt Service Fund

	Budget	Jul-19	Aug-19	Sep-19	Oct-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
Revenues										
Tax Collections	1,969,384.00	188,890.74	26,540.70	25,466.04	113,457.92	354,355.40	-	1,615,028.60	82%	Main Collection Months Nov - Feb
Total Revenue	1,969,384.00	188,890.74	26,540.70	25,466.04	113,457.92	354,355.40	-	1,615,028.60		
Expenditures										
2011 GO Bond Detention Center - Payoff 2031	852,750.00	-	-	-	-	-	-	852,750.00	100%	Oct 19 and April 20 Payments
2013 GO Bond Echo Hills	221,430.00	-	-	-	-	-	-	221,430.00	100%	Oct 19 and April 20 Payments
2016B GO Bond Workforce Development Center	398,370.00	-	-	-	-	-	-	398,370.00	100%	Oct 19 and April 20 Payments
Total Expenditures	1,472,550.00	-	-	-	-	-	-	852,750.00		



Public Comment

SIGN IN SHEET

6:00 PM

November 19, 2019

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Matt Durham	
2	BARNETT	
3	JOHN EAGAR #1	- MID-RISE wood FRAME CRIST
4	DEREK HODGIN #2	- "
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Derek Hodgin, P.E., RBEC, CCCA
420 Shorecrest Drive, Clemson, SC, 29631
864-650-5037

Good evening. My name is Derek Hodgin. I am currently a resident of Clemson, South Carolina. However, I operate a business, own property and pay taxes in Oconee County. I am a licensed Professional Engineer in SC, as well as many other states. Most of the 20+ years of my career have been spent serving as a forensic engineering expert, specializing in construction performance issues. As a Professional Engineer, I have a duty to protect the welfare and safety of the public. I am here tonight to ask for your help to fulfill my duty by improving construction practices in Oconee County. Specifically, I want to inform you about problems with mid-rise wood frame construction.

This particular product was approved by the International Building Code (IBC) in 2009. Because the State of South Carolina passed on the 2009 IBC, the wave of mid-rise wood projects did not begin in South Carolina until 2012. Keep in mind that the code is the bare minimum standard. The code is the worst building that we can build and get away with it. The code is not something that would should aspire to achieve, it is the absolute bottom that we should always try to exceed. The summary of mid-rise wood frame construction problems is simply that code minimum construction does not work for these buildings; they move too much to keep water out. The water intrusion leads to wood rot, mold, structural compromise and sometimes collapse. There have already been injuries and deaths associated with this type of construction, with the balcony collapse in Berkley, California being the most notable.

When these marginally constructed buildings are developed for student housing, the risks for non-performance are drastically increased due to rushed schedules, amenity-laden budgets and high impact occupants. This "perfect storm" has caused numerous student housing projects to require significant repairs or even be partially or fully taken out of service to address defects. I am currently serving as an expert in numerous mid-rise wood projects across the southeast United States. I have absolutely nothing to gain by encouraging better construction practices, only business to lose. I am simply trying to improve the construction industry in my community.

While I recognized these issues several years ago, warning that performance issues were predictable, my input has largely been ignored and we are now facing significant durability, safety and liability problems with these types of projects across the country, including our own backyard. If we do not put a stop to this type of construction, or make much needed improvements, we will be facing many years of significant repairs, with the risk of occupant safety until those repairs are undertaken.

As community leaders, I see a few options regarding your response to this issue: 1) place a temporary moratorium on mid-rise wood frame construction projects in Oconee County while you research the issue and identify opportunities for improvements in future construction projects, 2) consult with the South Carolina Building Code Council to put an ordinance in place that requires all buildings over 3 stories to be of Type 1 or 2 construction (non-combustible concrete or steel), 3) educate your building department about the challenges and potential defects that are common with mid-rise wood construction, 4) require inspections of building envelope components by product manufacturers and/or third-party inspectors, 5) provide incentives for contractors to build above the code and/or disincentives for contractors build to code-minimum.

**THE CASE AGAINST
MID-RISE WOOD FRAME
CONSTRUCTION
IN
OCONEE COUNTY, SC**

**John A. Eagar
205 Chartwell Point Road
Seneca, SC 29672
(864) 888-0945**

**Derek A. Hodgin, PE, President
Construction Sciences and Engineering
218 East Main Street
Westminister, SC 29693
(864) 647-1065**

CASE AGAINST MID-RISE WOOD FRAME CONSTRUCTION IN OCONEE COUNTY SC

APPLICATION:

**HOTELS
LARGE APPARTMENT AND CONDOMINUM COMPLEXES
STUDENT HOUSING
ANY OTHER COMPLEX EXCEEDING THREE STORIES**

CURRENT CODE:

**OCONEE COUNTY SOUTH CAROLINA IS CURRENTLY GOVERNED
BY THE ICC - INTERNTIONAL CODE COUNCIL**

CURRENT BUILDING CLASSIFICATIONS:

- TYPE I - CONCRETE AND STEEL**
- TYPE II - CONCRETE AND STEEL WITH COMBUSTIBLE ROOF MATERIAL**
- TYPE III - BRICK AND JOIST STRUCTURE HAS MASONRY WALLS BUT FLOORS, STRUCTURAL FRAMEWORK AND ROOF ARE MADE OF WOOD**
- TYPE IV - MASONRY WALLS LIKE TYPE III BUT INTERIOR WOOD CONSISTS OF HEAVY TIMBER**
- TYPE V - WOOD FRAME CONSTRUCTION**

PROBLEM:

Typical building practice in the area tend to lean toward Type V construction and the larger complexes all appear to be migrating toward the Mid-Rise Wood Frame Construction concept, which is the lowest grade possible. This is further exacerbated by the ICC being the minimal level of acceptable construction. Although favored by the forest products industry and their lobby, this type of construction has been found to be lacking in numerous areas. Being constructed of all wood, it presents the greatest potential for fire. In addition to fire, the following are additional problems associated with Mid-Rise Wood Frame construction:

- **Susceptible to dynamic loading - especially in student housing**
- **Potential for swelling and shrinkage**
- **Moisture problems associated with faulty construction techniques cause rot and mold**
- **Potential for termite infestation**
- **Little or no disaster resistance**
- **Lack of thermal mass - energy conservation**
- **Potential sound proofing problems**
- **Sustainability**

SOLUTION:

Adopt an Oconee County building code and design requirement to mandate developers to employ Type I or Type II construction on all large hotels, apartment complexes and student housing projects designed for more than three stories. This could easily be accomplished by a simple act of the County Council, making the Oconee County building code more stringent than the ICC.

CONCLUSION:

Although the Building Trades and the Forest Products Associations speak in glowing terms with regard to the economic, sustainability and safety benefits of Mid-Rise Frame Wood construction, the fact remains that major problems are associated with projects employing this construction technique, resulting in time consuming and expensive litigation, not to mention the inconvenience to the residents of any building requiring extensive repair due to faulty construction. Furthermore, this type of construction will begin showing wear, distress and general non performance within just a few short years. Owners will be reluctant to make repairs for fear of losing revenue during the renovations and the buildings will continually deteriorate to the point that they will become difficult to rent and eventually too costly to be renovated. The owners might eventually abandon the property when they have liquidated their investment and feel they have little or no incentive to continue to maintain the property. At any rate, this type of construction has the potential to become a blight on the landscape, and ultimately have a negative impact on the county's tax base., not to mention the potential for law suits brought against the County for poor code enforcement and negligent inspections.

Oconee County currently has limited exposure to Mid-Rise Wood Frame constructed units and would be well advised to consider the prohibition of this type of construction for all hotels, apartment complexes and student housing in excess of three stories before additional projects are proposed and approved

It is interesting to note that during a conversation with Mr. Derek Hodgin, P.E., he indicated that his firm is currently involved in more than thirty law suits regarding faulty Mid-Rise Wood Frame construction projects between North and South Carolina. We also discussed the fact that Sandy Springs and Dunwoody Georgia had barred wood framing in mid-rise construction, but a State Senator, having ties to the Wood Industry, successfully sponsored and passed legislation negating the two municipal efforts to upgrade their building codes.

Note: Mr. Hodgin's derives his income from his forensic consulting business, CSE, providing technical analysis and advice to the legal profession in support of both plaintiff and defendant in law suits aimed at the construction industry, resulting from failures in Mid-Rise Wood Frame construction. His comments regarding the weakness in this type of construction actually run contrary to his own business and financial interest, which certainly adds credibility to his concerns and warnings, which he has made known as a public service.

For further consideration:

Code-Allowed Condition	Potential Consequence
Providing code-minimum slope on wood frame roofs	Deflection, ponding, roof leak, collapse ^{4,5}
Not providing good drainage details on balconies and walkways	Water intrusion, rot, deflection, collapse
Installing canopy anchors in brick veneer after the brick is installed	Compromised drainage plane, water intrusion, rot
Over-driving nails in coated OSB wall sheathing	Water intrusion, rot, corroded fasteners
Installing brick veneer against the bottom of a window ⁶	Brick damage, window damage, water intrusion, rot
Not allowing for vertical and lateral building movements ^{7,8}	Broken plumbing fixtures, cladding component damage, water intrusion, rot
Constructing exterior walls with poor drainage characteristics	Water intrusion, rot
Not providing a vertical offset at balcony doors	Water intrusion, damage to interior flooring, rot
Not requiring a building envelope inspection	Poor construction details, building damage, construction litigation
Allowing paint to be used to provide fire resistance in wood construction ⁹	Unknown fire resistance due to water damage, nail penetration, cut edges, abrasion, and absence of repairs

(Chart Provided by Derek Hodgin)

REFERENCES (Included):

- ◆ **Mr. Derek Hodgin's background**
- ◆ **The Journal - October 29, 2019 Letter to the Editor - Derek Hodgin**
- ◆ **Article - Mid Rise Wood-Frame Construction - Derek Hodgin - Sep. 2019**
- ◆ **Article - 40 Charleston area condo and apartment buildings involved in lawsuits over defects - David Slade - Post Courier 04/28/2019**
- ◆ **Article - Why We Need to Rethink the Business of Mid-Rise Wood Frame Student Housing - Derek Hodgin Oct. 2019**
- ◆ **Article - Stick-built apartments are a rising risk in the Triangle - Brian Powell - Opinion - The Herald Sun**

BACKGROUND

**Derek A. Hodgin, PE, President
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218 East Main Street
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(864) 647-1065**



Ph: 864.650.5037

Derek A. Hodgin

P. E., RRO, RRC, RWC, REWC, RBEC, CDT, CCCA

Derek A. Hodgin holds a Bachelor of Science degree in Civil Engineering from North Carolina State University. Mr. Hodgin has over twenty-five (25) years of experience as an engineering consultant and is responsible for facility condition inspections, failure analysis, damage assessments, and forensic engineering investigations of all types of structures. Mr. Hodgin is licensed as a Professional Engineer in twenty-three (23) states, registered as a Roof Observer, Roof Consultant and Waterproofing Consultant with the Roof Consultants Institute and certified as a Construction Document Technologist with the Construction Specifications Institute. Mr. Hodgin's experience includes failure analysis of a wide variety of building envelope and roof systems. Additionally, Mr. Hodgin has been involved with design, permitting, construction management, and failure analysis of a wide variety of civil and coastal projects such as residential and commercial developments, marinas, docks, shoreline stabilization and retaining systems, basin and channel dredging. A large part of Mr. Hodgin's projects have included analysis of deficient construction cases including roofs, exterior walls, windows, doors, structural framing, civil site work and building code review. Mr. Hodgin has performed engineering assessments of hurricane, flood, tornado, hail, wind, ice and fire-related damages for a wide variety of commercial and residential structures in the United States and Caribbean.

**LETTER TO THE EDITOR
THE JOURNAL
OCTOBER 29, 2019**

**Durability missing from development
discussion**

Derek A. Hodgin

Durability missing from development discussions

Editor:

I have enjoyed the recent articles regarding development in Oconee County and Clemson. However, none of the articles seem to address the general lack of durability in new construction, particularly the mid-rise wood buildings that are developed for student housing. In fact, in the article regarding the proposed Dockside development in Clemson, life-expectancy numbers of 30 and 50 years were cited by Clemson BAR members, as if these buildings will last that long.



As I have stated numerous times, rushed mid-rise apartment projects built to minimum code requirements are becoming the mainstay of construction litigation and my forensic engineering practice. The statute of repose in the state of South Carolina is eight years. That means that all of the buildings that I am investigating as part of construction litigation have developed signs of distress and/or non-performance within eight years of being constructed. The intent of the building code is to provide reasonably safe and durable buildings, with no definition of reasonable. In my opinion, multimillion-dollar repairs within eight years is not reasonably durable. The bottom line is: minimum code is not good enough for reasonable durability.

We must push for higher standards when constructing mid-rise apartments. If we don't change our path soon, our landscape will be littered with a bunch of cheap, marginally constructed buildings for me to investigate and our communities to deal with, after developers have made their money and are long gone. I love what I do, but was hoping to not have so much work close to home. My current mid-rise litigation cases are located in Charleston, Columbia and Greenville. However, there are also numerous cases in Georgia, North Carolina, Florida and Maryland. Bans for mid-rise wood frame buildings, or proposals for improved construction, have been proposed in Georgia, North Carolina and Massachusetts; South Carolina should join the discussion. We can do better if we ask to

do better. Let's ask before we get more of the same buildings that are not working out too well, except for developers, forensic engineers, attorneys and repair contractors.

Derek Hodgkin, P.E.

Clemson

Editor's note: The last day for election letters to the editor to be submitted is Tuesday, Oct. 29. Letters must be received in The Journal's office by that date.

INTERFACE
The Journal at RCI, Inc.
September 2017

**MID-RISE WOOD FRAME
CONSTRUCTION**

**A good Idea, or Are We Asking for
Trouble?**

Derek A. Hodgin



The Journal of RCI, Inc.

interface

September 2017 • Vol. XXXV • No. 8 • \$12.00

A photograph of a tall skyscraper under construction. The building has a curved facade with many balconies. A large plume of dark smoke or dust is rising from the left side of the building. A fire hose is spraying water from the right side. The sky is clear blue.

THE BUILDING ENVELOPE

Figure 1 - Typical mid-rise wood-frame building under construction.



MID-RISE WOOD-FRAME CONSTRUCTION:

A Good Idea, or Are We Asking for Trouble?

By Derek A. Hodgins, RBEC, PE, CCGA

A version of this article was presented to the Forest Products Society International Conference in June 2017.

ABSTRACT

Recent changes in the building code helped fuel the current surge in mid-rise wood-frame construction projects. Over the past several years, there have been an increasing number of water intrusion claims in relatively new mid-rise wood-frame buildings. While the code requires the building envelope to provide protection from the weather, it does not provide the details necessary for designers and/or contractors to meet this requirement. Typical construction details that have had limited success on one- to three-story wood-frame buildings are even more problematic on taller buildings. Specifically, vertical and lateral movements, caused by frame compression, wood shrinkage, external loads, and material incompatibility, can compromise the function of flashing and waterproofing details. Differential movements between the wood framing and exterior cladding components can cause physical damage to building envelope components that increases the extent of water intrusion. Once water reaches the wood framing components, significant damage, such as rot, corrosion,

and mold, can result. Additionally, once compromised, the effectiveness of products used to meet fire resistance requirements is unknown. If our design and construction of the building envelope does not incorporate "best practices," mid-rise wood-frame buildings may become the black eye of the construction industry.

INTRODUCTION

We are in the middle of a construction boom. Much of the boom is being driven by mid-rise wood-frame buildings. Many of these projects are constructed as apartments located proximate to colleges with a significant student housing market. Student housing is being provided very quickly and most affordably by (what are now) code-compliant wood-frame buildings that are typically in the range of four to six stories in height (*Figure 1*).

In very short order, these structures are showing significant problems associated with building movement, water intrusion, and cladding distress and deflection, which all serve to negatively impact their durability and long-term habitability. How can our new

buildings have so many problems so early in their service lives? Unfortunately, there is not one simple answer. There are a set of product, code, ordinance, and economic issues that serve to create the "perfect storm" for construction problems to develop. This paper will outline the most significant issues facing this type of construction. Hopefully, this paper can serve as a notice to the construction industry of these issues so that we can make necessary improvements to reduce the extent of the problems.

LIMITATIONS OF WOOD FRAMING

Standard wood framing is perfectly fine for a one- or two-story residential structure. However, a four- to six-story wood-frame structure is associated with numerous challenges that need to be addressed. Specifically, the issues described below should be considered for mid-rise wood-frame buildings.

Frame Compression

When wood framing is assembled, it is not perfect. Minor gaps at joints will exist throughout the structure. As the wood



Figure 2 – Typical ponding where the valley of a roof cricket is less than ¼ inch per foot.

framing receives load during construction (i.e., exterior cladding, interior drywall, flooring, etc.), the gaps will close as the frame assembly compresses. Collectively, these gaps can add up to more than 1 inch of compression over four to six stories.¹

Frame Shrinkage

Even if a building is well constructed, such that bulk water intrusion does not occur, changes in equilibrium moisture

content will cause the wood to expand and contract in service. Even minor changes can add up to be significant when they accumulate over four to six stories. Shrinkage calculations are necessary to avoid performance problems with the finished buildings. Specifically, if not considered, framing shrinkage can cause damage to plumbing fixtures and exterior cladding components and can cause water intrusion due to vertical movement. Shrinkage calculations are now required by code for wood-frame buildings greater than three stories.² Significant wood shrinkage has been seen in buildings less than three stories. There are a few things the designer can do to reduce wood shrinkage.

Wood is a hygroscopic material that

readily absorbs moisture. Therefore, it is essential that the wood framing (i.e., vertical wall framing and wall sheathing) have a relatively stable moisture content. In the southeastern United States, equilibrium moisture content of wood framing components (not subjected to water intrusion) is typically in the 12 to 15 percent range. Cyclical exposure to elevated moisture can be associated with decay, strength loss, and mold growth. These are problems that have been investigated on thousands of one- to three-story wood-frame buildings.³ Making larger buildings out of wood only increases the potential for problems, particularly when typical construction practices are used.

Creep

Wood will permanently deform when overstressed for an extended period of time. This phenomenon, known as creep, can be particularly important for the long-term performance of low-slope roofs.⁴ The building code has long required a minimum slope of ¼ inch per foot. Even when complying with this requirement, ponding occurs along the valleys of roof crickets that have a slope less than ¼ inch per foot (Figure 2). This slope is further reduced when wood roof trusses deflect under the load of HVAC units. This can be a self-perpetuating problem. Once the slope is lost and water begins to pond, overstress and associated creep occur. At that point, the best case is that a roof leak develops and gives notice to the occupants of a problem. The worst case is a roof collapse.

Reduced Wood Strength

Anyone involved with wood-frame construction is likely familiar with the adjustment that was made to wood strength properties (i.e., Southern Yellow Pine) several years ago. While it may not seem like a big deal, the previously published wood strength properties had been unchanged for many decades.⁵ The wood used in construction today is grown as a crop that is typically harvested over a relatively short period of time. As building codes have changed to allow more wood to be used, there has been a corresponding marketing effort to promote wood construction. In the state of South Carolina alone, wood



Figure 3 – Mid-rise wood-frame building fire in Kansas City, Kansas.

Figure 4 – Failure of fire-resistant paint that was intended to protect a combustible OSB roof deck.



represents the state's largest cash crop, at over \$18 billion annually. To say that wood construction is a significant economic and political issue would be an understatement.

The fast-growth wood used in construction today is generally less durable and not as strong as wood used in older structures. Older, slow-growth timber generally has a clear grain and fewer defects. Because the characteristics of the wood used in construction have changed, designers need to adjust framing details to limit the movements that will occur during the service life of the building. Otherwise, these movements could result in damages to interior and/or exterior finishes attached to the framing. Movement of exterior components can result in gaps and openings that will allow water into the wall assembly. Therefore, providing adequate protection of the wood is essential.

Fire Resistance

While we have done a good job making wood-frame buildings safer against fire—using sprinklers, fire-rated gypsum, and fire-retardant treatments—the fire resistance is generally not accomplished until the construction is complete. Unfortunately, there have been numerous fires of mid-rise buildings while under construction. A blaze destroyed the Monroe Apartments in Portland, Oregon, that were under construction in 2014. Sadly, the 2014 fire in Portland was only one in a string of fires in mid-rise, wood-framed buildings, as they've gone up in New Jersey, Texas, Washington, Wisconsin, California, Missouri, Utah, Maryland, Massachusetts, and Canada.⁶

While this paper was being prepared in the spring of 2017, catastrophic fires of mid-rise wood buildings occurred in Raleigh, North Carolina; Kansas City, Kansas; and College Park, Maryland. Because these buildings are often constructed as "urban infill," the impact of a significant fire can reach far beyond the subject building (Figure 3). It is important that protective measures are put in place during construction and that the completed project provides the required level of fire resistance.

One method of providing fire resistance to wood construction is to apply an intumescent coating over combustible oriented strand board (OSB) that is used for roof decks and wall sheathing. This approach comes with its own set of problems. Specifically, the high temperatures associated with roof decks have caused the

wax (which is used in the manufacturing of OSB) to heat up and compromise the adhesion of the coating such that it falls from the surface that it is intended to protect (Figure 4).

Additionally, some coated wall sheathing panels are sensitive to moisture and are not allowed to get wet during storage and installation. This is a requirement that is nearly impossible to meet when constructing a mid-rise building. The only way to keep four to six stories of wall sheathing dry during construction is to put a tent over the

entire project. This simply does not happen, and buildings are being constructed with water-damaged sheathing with unknown fire resistance (Figure 5).

Wood Is a Natural Product With Imperfections

It is great to use products that are natural and renewable. Wood is truly a green product. However, natural products also have disadvantages. Wood is not perfect. Wood has knots, variations in grain, and imperfections that can reduce strength and dura-



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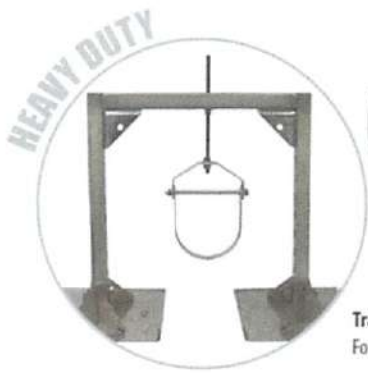
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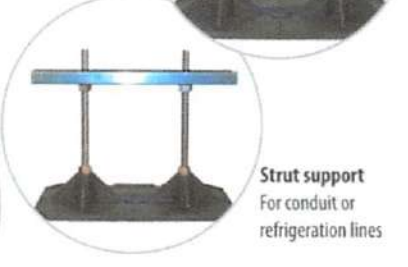
Single post support
For condensate or sloped lines



Roller support
For gas and mechanical lines



Trapeze support
For heavy duty and duct applications



Strut support
For conduit or refrigeration lines



Figure 5 – Water-damaged fire-resistant paint that was intended to protect combustible OSB wall sheathing.

bility. Engineered wood products—such as plywood, oriented strand board (OSB), and cross-laminated timber (CLT)—attempt to reconstruct the wood into more predictable and reliable forms that reduce the variability of the wood properties. However, the more

wood is refined, the more susceptible it is to moisture.

Vertical wood framing is typically accomplished by assembling various dimensional lumber products, such as 2x4s, 2x6s, etc. These framing components have numerous imperfections that cause walls to be out of square or plumb. Specifically, these framing members can twist, cup, warp, split, etc.—particularly if lower lumber grades are used. As previously stated, the wood currently used in construction is generally of lower quality when compared to wood used in older buildings, generally associated with its faster growth and consequent reduced strength.

ORDINANCE-DRIVEN ARCHITECTURE

Developers and contractors typically have to comply with local ordinances that are intended to protect the character of the community by setting architectural and zoning standards. However, most of these mid-rise, wood-frame buildings look very similar and serve to diminish the architectural character of the communities that have experienced this type of development. Many ordinances have created detailing challenges that, if not properly handled, will be detrimental to the performance of the building. A few examples are provided below.

Inside/Outside Corners

In order for these larger buildings to have architectural appeal (and not just be a plain wood box), many local ordinances require exterior walls to include setbacks or reveals

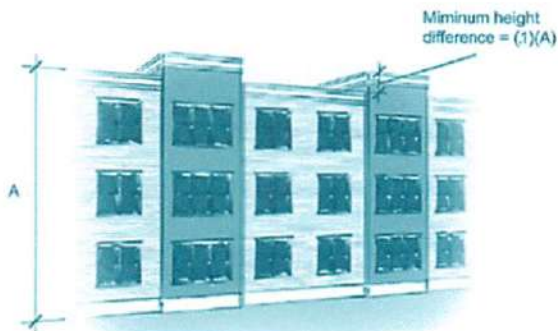


Figure 6 – Typical ordinance-driven architectural details that require walls to have “reveals” in exterior walls, creating numerous inside/outside corners.

(Figure 6). By moving the walls in and out, numerous inside and outside corners are created. These corners require attention to detail properly. Specifically, the drainage plane (typically consisting of components such as a weather-resistive barrier [WRB], self-adhered flashing [SAF], liquid-applied waterproofing, and metal flashing), needs to be constructed in a manner that provides continuity.⁷ An open gap, joint, or unsealed and/or reverse lap can, and often does, lead to significant water-related damage.

Parapets

Many local ordinances require the top of the wall that extends above the roof (i.e., parapet) to be offset vertically. This requirement (similar to the walls) creates waterproofing challenges at transition points. Additionally, the general contractor needs to coordinate the work of the framer, the roofer, the sheet metal installer, and the exterior cladding installer to make sure that the work of each trade is properly integrated at these locations, particularly at areas where the work of multiple trades intersects.

Balconies

Balconies are a popular feature on many mid-rise buildings. They may or may not be addressed by local ordinances. However, balconies require careful detailing to prevent water intrusion; this is true no matter how tall the building is. Balconies require slope to drain. While the code has done a good job in requiring slope on roof surfaces, the code has not done a good job addressing balcony drainage.⁸ Their surfaces can actually be more problematic than roofs. Balconies are accessible to the building occupants via a door opening (typically in close proximity to the balcony surface), and

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Figure 7 – Brick damage caused by differential building movement.

they require a structural guardrail for the safety of the occupants.

Proper detailing is critical where balconies intersect exterior walls, particularly when the balcony framing penetrates the exterior cladding and interrupts the drainage plane. Water intrusion at these intersections is not only a nuisance to the occupant, but can cause a potentially life-threatening safety issue if corrosion or decay of wood framing develops. Additionally, the guardrail details (material selection, attachment, and waterproofing) need to be carefully considered so that the guardrail integrity (or the integrity of the underlying wood substrate to which the guardrail is attached) is not compromised during the expected service life of the building, creating a life safety issue.

Multiple Exterior Claddings

Many ordinances require a mixture of exterior cladding types (i.e., brick veneer, stucco, cement board siding, metal panels, glass storefront) to create an attractive and interesting appearance. Some of the desired claddings can be incompatible with wood framing, particularly if used on a four- to six-story building. One example is brick veneer. Brick veneer grows. Wood framing can shrink and/or compress. Even if proper flashing details are provided to direct water away from the building at the time of construction, the differential move-

Wood rot caused by water intrusion is the most common investigated problem.

ment between the brick veneer and wood framing could serve to damage the brick or an adjacent wall component (such as a window), and/or reverse the slope of the flashing and direct water toward the building (Figure 7). This is a big problem, and will continue to be a problem if we do not educate the construction industry on how to deal with it.

Other desired claddings, such as stucco, are brittle. The movements associated with mid-rise wood-frame buildings can be more significant than steel-frame curtainwalls or reinforced concrete-frame buildings. This is even more important at higher floors, where the building drift is greater. This movement can result in cracking of stucco façades. The cracking is typically more pronounced at higher elevations and building corners. Don't forget that building corners are also where water intrusion and building envelope issues exist. When the wood frame gets wet, it is susceptible to decay.

Another water intrusion area in stucco-clad buildings exists where the two layers of WRB are not integrated at a penetration (i.e., window or roof/wall intersection), and water is directed between the two layers. The wall assembly is overwhelmed with water, the wood framing gets wet, and the decay process begins (Figure 8).

A building designer must know the cladding characteristics and limitations to properly design the wood framing.

No Roof Overhang Required

After more than 25 years of forensic investigation of building damages, it is the author's experience that wood rot caused by water intrusion is the most commonly investigated problem; nothing else even comes



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Figure 8 - Moisture damage behind stucco caused by improper integration of two layers of WRB.

close. Until we can get building envelopes to stop leaking and/or properly manage the water that penetrates the building envelope, water damage will remain a significant issue with wood-framed buildings. Taller wood buildings will only serve to make the problems and damage more significant.

There is a direct correlation between the extent that a roof overhang exists and water damage to exterior walls (Figure 9). This would be a meaningful architectural discussion to have on all new construction projects. The more protection we can provide, the longer the building will last!

OTHER FACTORS

Disconnected Occupants

Most mid-rise wood-frame buildings are being constructed to serve as apartments. These apartments typically provide temporary housing for younger occupants, such as college students. College students can be more abusive to a building than older, longer-term occupants. Therefore, less robust construction will likely show signs of distress earlier in the service life of the building, when compared to an owner-occupied single-family home or condominium of similar construction. Additionally, water intrusion is simply a nuisance to the temporary occupant that may be overlooked and/or improperly addressed, such that more significant damages can develop.

When an apartment problem is report-

ed, many times the symptom is dealt with instead of the cause. If water intrusion is observed, the damaged area may be repaired and some exterior caulk applied to prolong the reporting of the next problem. This cycle can serve to significantly increase the extent of damages, sometimes to the point that structural integrity can be compromised and the interior building conditions (i.e., mold growth and air quality) can be a health risk to the occupant. This is not to suggest that owner-occupied mid-rise condominium buildings are not problemat-

ic; however, when the occupant has "skin in the game," an appropriate and comprehensive response to a problem is more likely.

Municipalities Don't Know Any Better

Most municipalities (city and county governments) serve as the Authorities Having Jurisdiction (AHJ) that enforce building codes. Most AHJs have a misconception that any development is good development, or that if you are not growing, you are dying. That is simply not true. No development is better than marginal (code-compliant but less-than-durable) development. The misconception is that the benefits of development—such as tax revenue, stimulation of the local economy, and affordable housing—will outweigh the negative consequences of development. However, there are negative consequences associated with fast-paced development of marginal construction projects. Specifically, the lack of durability will cause distress to these buildings that will require repair early in the life of the structure. In the meantime, water intrusion damages can compromise the safety and/or welfare of the occupants.

To make it worse, the marketing of wood construction (since 2009, code revisions have allowed larger buildings of wood construction) has been significant. Elected officials are not typically construction experts, and are not expected to be. If they are meeting the building code, there is generally no interest in requiring anything better. In fact, there seems to be concern that development would slow down if construction standards were to become more stringent. However, we

Effect of Overhangs on Wall Performance

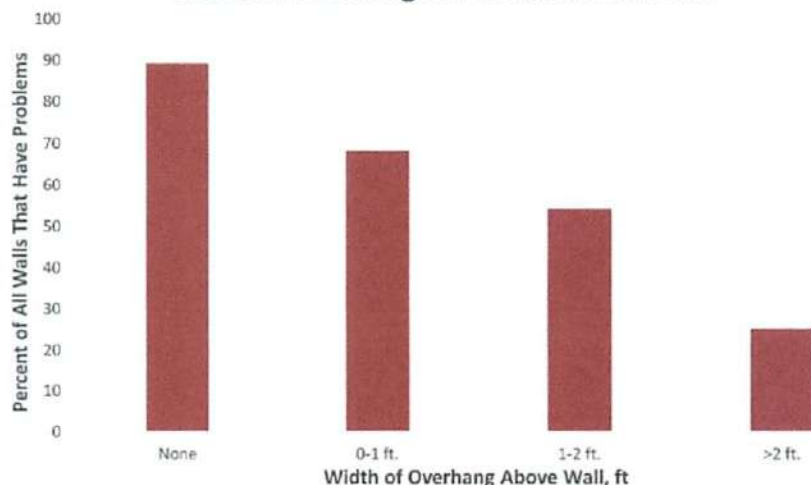


Figure 9 - Correlation between lack of roof overhang and water damage.



Figure 10 - Water intrusion/damage of a mid-rise wood-frame building under construction.

should be happy to swap marginal and fast for better and slower any day of the week.

Misguided Construction/Design Budgets

Too often, emphasis is placed on the amenities of a development and not on what matters most. Specifically, instead of spending more money on properly detailing the structure, the roof, the windows, the doors, the waterproofing, the exterior cladding systems, etc., money is spent on frivolous extra features that will attract tenants to rent. Some of the features that serve to reduce the budget for things that actually matter include, but are certainly not limited to, the following:

1. Swimming pool(s)
2. Lazy rivers
3. Pool decks with DJ booths
4. Social rooms with pool tables, bars, big-screen TVs, etc.
5. Fitness centers
6. Volleyball courts
7. BBQ areas

While these features serve to attract tenants, they should only be built in addition to a well-constructed building—not in lieu of.

Misguided Construction Schedules

Since many of these buildings provide student housing, an accelerated and sometimes unrealistic construction schedule may be pushed onto the construction team. Most often, regardless of when construction com-

mences, there is a desire for occupancy in August of a given year, corresponding with the beginning of the fall semester for most universities. The attempt to condense the schedule can create inappropriate sequencing of trades that allows water intrusion to begin before construction is even near completion (Figure 10).

Specifically, instead of an orderly sequence of framing, WRB installation, window installation, and cladding installation, contractors will have a haphazard combination of multiple trades on the building—all at the same time, creating easy opportunities for water to be trapped in the exterior wall assembly (Figure 11). In some cases, significant water intrusion repairs are needed before the construction is even completed.

The resulting water damages during construction can cause major delays and cost overruns. There needs to be much more focus on proper construction than meeting unreasonable deadlines. This has always been a challenge in the construction industry. However, these buildings (and their occupancy type) make the challenge bigger than ever.

ENGINEERING/WOOD SCIENCE/ BUILDING ENVELOPE DISCUSSION

Engineers and wood scientists have done a great job of developing a wide variety of engineered wood products. However, no matter how great the engineering and/or wood science is, it is still wood. Wood-based products will always have limitations in



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HYDROTECH ROOFS
LEVERAGE MY
POTENTIAL

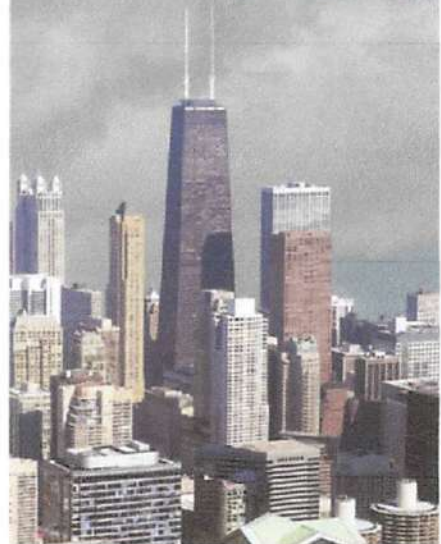




Figure 11 – A haphazard sequencing of multiple trades on the exterior wall of a building under construction.

constructed assemblies that are exposed to the weather. The most significant limitation is that wood performance (i.e., dimensional stability, strength properties, fastener withdrawal resistance, etc.) diminishes when exposed to elevated moisture conditions. Additionally, the presence of elevated moisture at wood connections (typically carbon steel fasteners, such as nails, screws, or bolts) has the potential to compromise the integrity of the structure. Corrosion of fasteners is routinely found to be a contributing factor of residential wood deck collapses.

A durable building envelope must be able to receive, manage, and shed water. The construction materials that the water touches along its path after landing on a building must be durable and not sensitive to moisture. The entire path that the water follows must be protected and free from “alternate paths” created by gaps, openings, reverse laps, etc. that could allow water to penetrate to deeper, unprotected locations where hidden damage can develop. In general, the shorter the path, the better. The less dwell time the water has on building surfaces, the better the wall will perform. The basic exterior wall design concepts for improved durability are often referred to as the four Ds (Figure 12):

- 1) Deflection
- 2) Drainage
- 3) Drying
- 4) Durability^{6,9}

SUMMARY/COMMENTARY

As a professional engineer, I love wood. I have done most of my design work with wood. Unfortunately, most of my forensic investigations have been associated with damaged wood-frame structures. While I would have the most to gain (from a forensic engineering business standpoint) by saying nothing, I find it sad that the construction industry refuses to learn from past mistakes and is content to stay on the faster and cheaper construction path. I am content

to continue investigating damaged wood buildings. However, I have a strong desire to improve the construction industry, and feel that a warning article is necessary, particularly given the pace and attention (i.e., marketing) that wood construction is currently getting.

I strongly recommend that we slow down and figure out how to build structures that will last, and spend less time on how to build them more cheaply and more quickly. Until then, I (along with other experts and construction litigation attorneys) will enjoy the abundance of work provided by investigating damages associated with typical construction practices. It seems that if we wanted to “make America great again” (no political endorsement intended), we could start by building better stuff.

In summary, mid-rise wood-framed buildings may be allowed by the code; however, if we don’t start changing our construction practices to deal with the challenges, we are asking for trouble. ☹️

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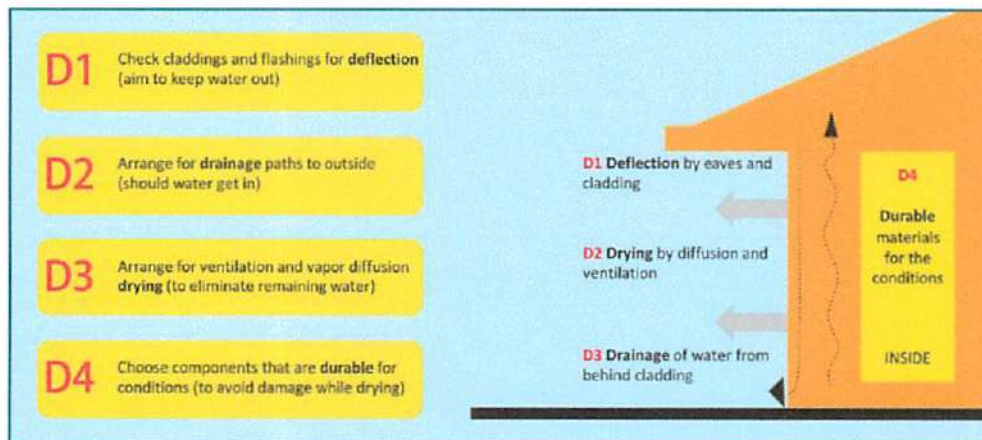


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Derek Hodgkin, of Construction Science & Engineering, Inc., has more than 25 years of experience as an engineering consultant. A licensed professional engineer in 23 states, Hodgkin is also registered through RCI as an RRO, RRC, RWC, REWC, and RBEC; and as a CDT and CCCA with CSI. He is currently at the forefront of investigations of building envelope and structural components of mid-rise wood-frame construction buildings. Derek has investigated and testified regarding the performance of various building products, including FRT wood, EIFS, hardboard siding, and trim.



Roofing Adhesive Fumes Shut Down Air Traffic Control Center, Delay Flights

Fumes from an adhesive being applied to a roof traveled into an air-conditioning system at the Federal Aviation Authority (FAA) Air Traffic Control Center in Leesburg, Virginia on July 10, prompting complaints that resulted in the shutdown of the facility and the delay of hundred of flights. The chemical fumes from rooftop repairs created a hazardous materials inspection by emergency squads, caused the evacuation of the building, and sent one woman to a local hospital as a precaution for possible exposure. This led the FAA to impose ground stops at Dulles, Reagan National, and BWI airports to limit flights in the area. The Leesburg center is the third-busiest control facility in the country, handling flights over a 165,000 square mile area covering North Carolina, Virginia, New Jersey, Delaware, Maryland, West Virginia, and Pennsylvania.

Loudoun County Fire and Rescue spokeswoman Laura Rinehart called the fumes "benign but probably nasty."

A similar incident in July 1999 caused the evacuation of the air traffic control center in Aurora, Illinois, sickening 50 controllers and reducing flights arriving at Chicago's two major airports. In that incident, a spray sealant was applied on the roof to stop water leaks above a new control room. In that instance, a worker claimed he lost his vision while directing up to 20 airplanes on his radar screen, according to National Air Traffic Controllers Association officials.

— *Washington Post, Loudon Times, Chicago Tribune*



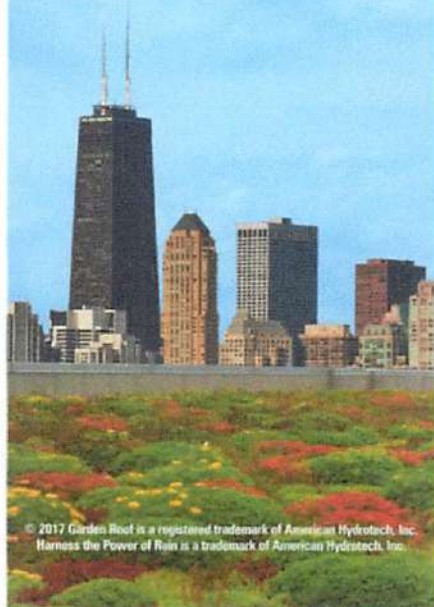
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THE POST and COURIER
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**40 Charleston area condos and apartment
biuldings involved in law suits over
defects**

David A. Slade
April 28, 2019



40 Charleston area condo and apartment buildings involved in lawsuits over defects

- [By David Slade dslade@postandcourier.com](mailto:dslade@postandcourier.com)
- Apr 28, 2019

Scaffolding is rising once again around a Charleston building where water intrusion required some tenants to move as construction crews tear down and replace sections of the relatively new exterior.

The scene at East Central Lofts on Huger Street is not unique. Similar work is in progress on multi-family buildings in Mount Pleasant at East Bridge Town Lofts and downtown at the 33 Calhoun condos, and was recently seen at Mixson apartments in North Charleston and at condos on Daniel Island.

One of the most basic things a building is supposed to do is keep out the elements, such as water, but that's proved to be a surprising and expensive challenge in the Charleston area. There have been construction defect lawsuits involving thousands of residences in more than 40 condo and apartment buildings.

"It appears that a vast majority of condos have either gone through litigation for construction defects or are in litigation," said Owen Tyler, broker-in-charge at The Cassina Group.

Typically, the problem is water intrusion, which can damage structures and cause mold and termite problems.

For owners of condominiums and townhouses, ongoing litigation can reduce the chances of being able to sell the home and reduce the potential selling price because buyers have trouble getting loans with lawsuits in progress.

"For the most part, lending comes to a halt until the litigation is resolved," Tyler said. "The values don't stay steady because the pool of people who can buy them shrinks."

'A massive hit'

Brian Beatty, a top Charleston-area real estate agent with a weekend radio show on WTMA-AM, said the first property he bought in the area was a condo that turned out to have construction defects.

"We had flashing issues. We had grading issues. Sometimes during heavy rain water would flow into some of the units," he said. "By the time we got a check from the developer and paid the attorney we were still assessed thousands of dollars.

"Because that happened to so many developments, the condo community took a massive hit," Beatty said.

Beatty bought his condo at Point James on James Island for \$140,000 near the height of the housing price bubble in 2009 and said he watched its value dropped about 70 percent due to the defects, the litigation and the recession. He said that a decade later, the condo's value has rebounded but is still worth less than he paid.

"I can't imagine developers are making decisions that would cause this to happen so often," Beatty said. "I would guess it's the tradesmen or the products they are using."

Residents displaced

Palmer Stowe was among a small number of area residents to secure a "workforce housing" apartment on the Charleston peninsula, where the rent is reduced as part of a zoning agreement with the city. Such agreements allow developers to construct more apartments than they would otherwise be allowed, and East Central Lofts was one of those places.

Now, she's among 13 tenants who have been given a month to move out, to make way for repairs of construction defects. The problems were apparent while she lived there during the past two years, Stowe said.

“I’ve had water leaking through my windows,” she said.

But Stowe said her real problem is that relocating within that apartment complex would raise her rent by about \$500, because she would no longer get the “workforce housing” rate for a studio apartment.

“I would love to stay there, and not have to move my furniture and cats and all my stuff on a month’s notice,” Stowe said. “I’m having to move in with my boyfriend and his roommate.”

There doesn’t appear to be a complete list of residential buildings in the area that are, or were, involved in such litigation. Potential condominium buyers may see mentions of litigation being resolved in listings or of ongoing litigation in seller disclosures. Renters and owners may only learn of serious problems when they are forced to leave on short notice, which [has happened](#) at several apartment and condo buildings.

“We’ve had several condos that had water intrusion problems and then they had termites,” said Edye Graves, chief building official for the city of Charleston. “We’ve had to force the evacuation of two condominiums.”

Those two condo complexes on James Island — [The Peninsula](#) and [Pelican Pointe Villas](#) — were subsequently repaired, Graves said.

Numerous lawsuits

Compiled by The Post and Courier from published reports, court filings and real estate listings, a partial list of residential multi-family buildings where there is, or was, construction-related litigation includes:

- 21 George
- 33 Calhoun
- 130 River Landing Drive
- 700 Daniel Ellis Drive
- Bee Street Lofts
- Brigadier
- Bristol
- Cambridge Lakes
- Charles Towne Place
- Concord West of the Ashley
- Concord & Cumberland
- [East Bridge Town Lofts](#)
- [East Central Lofts](#)
- Ellington Woods
- [Flats at Mixon](#)
- Folly Creek Point
- Lord Anson Arms

- Kensington at Park West
- [Long Grove](#)
- Madison at Park West
- Marais
- Mepkin Place
- Mira Vista at James Island
- Montclair
- Ocean Palms
- One Belle Hall
- One Hamlin Place
- Palmetto Pointe at Peas Island
- Pelican Pointe Villas
- Point James
- Renaissance On Charleston Harbor
- Shipwatch
- Six Fifty Six
- The Highlands of Legend Oaks
- The Peninsula
- [The Oaks at Rivers Edge](#)
- [Twelve Oaks at Fenwick](#)
- Villas of West Ashley
- [Waverly at Hamlin Plantation](#)
- Willow Oaks

In most cases, multimillion-dollar settlements were reached. Large jury awards — such as the \$55 million award in 2014 for East Bridge Town Lofts in Mount Pleasant — are often appealed and then settled for less. Construction work at East Bridge that followed the litigation has been going on for about two years.

In some cases, condo owner associations that sued over construction defects have gone on to sue the companies hired to repair the damage, alleging the repairs were also defective.



Construction workers with Hill Construction replace wall sheathing on the exterior of a building at East Bridge Town Lofts on Monday, April 22, 2019. Brad Nettles/Staff

Brad Nettles bnettl@postandcourier.com

Water-related construction problems aren't limited to multi-family homes.

Charleston County's \$48 million Judicial Center had water intrusion problems that prompted replacing 210,000 bricks, reflashing 115 windows and coating or replacing 56,000 square feet of stucco, among other repairs. The county eventually [won a \\$3.5 million settlement](#).

Charleston's Reuben M. Greenberg Municipal Building also had [problems, and litigation](#), as did several office buildings.

Harsh climate

"Generally speaking, we're in one of the harshest climates in the country," said Jesse A. Kirchner, the lead civil litigation and construction attorney at Thurmond Kirchner & Timbes in Charleston, whose website lists [more than \\$150 million in construction-related settlements](#).

In addition to salt air and frequent thunderstorms, Charleston-area buildings regularly must withstand [tropical storm-strength winds](#) — South Carolina has been affected by 11 named storms since 2010 — and an increasing number of "[extreme weather](#)" events such as the more than 20 inches of rain that fell over five days in 2015. And then there's the humidity.

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"Your building will get wet, whether it rains or not, just from humidity," Kirchner said. "Integrating the water management system with the flashing is critical here."

Flashing is a barrier around openings such as a window or chimney that's supposed to keep water out.

In December, the South Carolina Bar's Legal Education Division held a conference about construction law where a top-10 list of construction defects was among the information presented. On that top-10 list of defects, the first six involved "water intrusion" and the seventh was "water management."

And yet, despite the known problems and the many large settlements, the construction defect problem continues even in relatively new buildings.

East Central Lofts, the Charleston apartment building on Huger Street, was built in 2013, sold in 2015 and was [in litigation by 2018](#). This month, some tenants are being [required to move out due to repairs](#).



Workers install scaffolding around the exterior of East Central Lofts on Huger Street on Monday, April 22, 2019, in preparation for exterior repairs to stop water intrusion. Brad Nettles/Staff

Brad Nettles bnettl@postandcourier.com

In North Charleston, the 268-unit Flats at Mixon apartment complex was barely a year old when one building was declared uninhabitable in mid-2015. In the spring of 2016, engineers told the owner of the complex that the nine still-occupied apartment buildings were “[structurally unsound and unsafe](#),” the tenants had to move and litigation ensued.

The complex has since been [repaired, reoccupied and renamed](#) Link Apartments Mixon. The restoration effort cost an estimated \$23 million. Meanwhile, the company that built the Flats at Mixon plans to construct [three more apartment buildings](#) there.

Repair work proceeded on Feb. 13, 2018, at Link Apartments Mixon, formerly known as the Flats at Mixon, in North Charleston. File/Wade Spees/Staff
Wade Spees

“I wish I did have something encouraging to say about it,” Kirchner said. “You would think folks would learn from their mistakes, but then again, they aren’t the same players that we had 10 years ago.”

Price pressure

While high-end condos can be very expensive, Tyler said that in many cases condos and townhouses are attracting buyers because they generally cost less than single-family homes. Like many, he is puzzled by continuing construction defect problems.

“I wonder, as a real estate agent, how some of this gets through building inspections,” Tyler said.

Graves, the city’s chief building official, said buildings are inspected based on building codes, with a focus of safety issues.

“We’re visually inspecting and things look fine, but over the years there can be issues with water intrusion that start out small and get big,” she said. “Whether the flashing is done right is really up to the contractor, and we don’t see every place that’s caulked.”

The silver lining, if it can be called that, is that sales and home values tend to strongly rebound once litigation and repairs are concluded, Tyler said. He cited Concord West of the Ashley, an apartment complex that became condominiums in 2005, as an example.

The condo association was involved in several years of [litigation over construction defects and water damage](#).

“Once they came out of litigation the values soared overnight,” Tyler said.

IIBEC INTERFACE

October 2019

Why We Need to Rethink the Business of Mid-Rise Wood Frame Student Housing

Derek A. Hodgin



Why We Need to Rethink the Business of Mid-Rise Wood Frame Student Housing

By Derek Hodgin

While mid-rise wood frame construction has its own set of unique challenges,¹ the student housing version of this relatively new product represents the “perfect storm” where the risk of per-

formance issues is drastically increased.² This opinion is based on the extent of problems that the author has investigated over the past few years, as well as personal knowledge and observation of multiple student housing projects during construction. The frequency of student housing cases

(e.g., structural failure, water damage, etc.) seems to be increasing, as more of these buildings spend time in service and begin to show signs of distress. The author felt strongly enough about this issue to send the letter in *Figure 1* to two prominent national newspapers in early 2018:

Many college students are currently living in recently constructed mid-rise wood frame buildings that are intended to meet minimum building code requirements to be reasonably safe and durable. The mid-rise wood frame student housing business is huge. There has been such a tremendous amount of construction that competition to sell beds is fierce. The industry has responded by spending money on amenities and marketing gimmicks to attract students, rather than on improved construction quality. Our forensic engineering firm has investigated water intrusion, wood rot, termites, fire safety issues, and structural failures on more than 20 mid-rise wood frame projects in the last two years, and they are becoming more frequent.

Combining code-minimum construction with disconnected student occupants (who may occasionally be less than mature) is a terrible idea that has (and will continue) to result in problems. There is a reason that traditional university dorms were constructed to be institutional-grade buildings. To sit back and continue to defend our current path by saying that it is allowed by the building code is irresponsible and shows a lack of understanding. As a Professional Engineer, I am required to protect the welfare and safety of the public. Until the building code changes, or we figure out alternate ways to improve construction practices, we will continue to deal with predictable problems of safety and durability. Unfortunately, any significant changes in the building code are historically preceded by a tragedy. With as much evidence as we already have regarding performance issues, you would think that we could be proactive and make changes now, instead of waiting for the tragedy.

Students deserve safe and durable buildings; we are currently not doing a good job delivering. Just because something is allowed, or provides an attractive return on investment, does not make it a good idea. We have an opportunity to put the brakes on minimum code-compliant mid-rise wood frame student housing and implement requirements to improve construction practices. There are fellow engineers and architects, manufacturers of building components, and students and professors across the country who would likely be available to collaborate on revising existing standards and developing incentives for constructing better buildings. Others (elected officials, firefighters, building officials, and construction experts) are speaking out across the country to make changes to this segment of construction; now is the time to join the discussion, not after we allow more potential problems to be constructed!

We keep saying: “If you see something, say something.” I am saying something.

Derek Hodgin, PE
Clemson, SC

Figure 1 – Letter to the editor sent March 18, 2018.

Figure 2 – View of damaged wood truss due to dynamic condition.



Figure 3 – View of collapsed floor framing.



I received a response from the newspapers that: 1) the topic was not relevant, and 2) I was not responding to anything.

Our firm has recently consulted on two collapses of wood frame floors and a collapse of a wood frame deck in student-occupied

buildings. College students have much greater potential of generating dynamic loading conditions on floor framing due to dancing and deciding to “see what happens if we all jump together!” as reported in one of our floor collapse cases (Figure 2).

After our most recent wood frame floor collapse case made national news in October of 2018, the letter above was sent again to both newspapers. They were asked to reconsider if the letter was relevant, and they were informed that the letter was responding to the floor collapse that was currently in the news. A response was never received from either newspaper, and the letter was never printed.

THE PROBLEMS

There are many factors that make the combination of mid-rise wood frame construction and student housing a predictable problem. Some of the factors are construction related and some are not, but all can have an effect on the final product. The most significant factors are described below.

Inflated Real Estate Prices

Most student housing projects are located proximate (within walking distance if



Figure 4 – View of a building in various stages of construction.

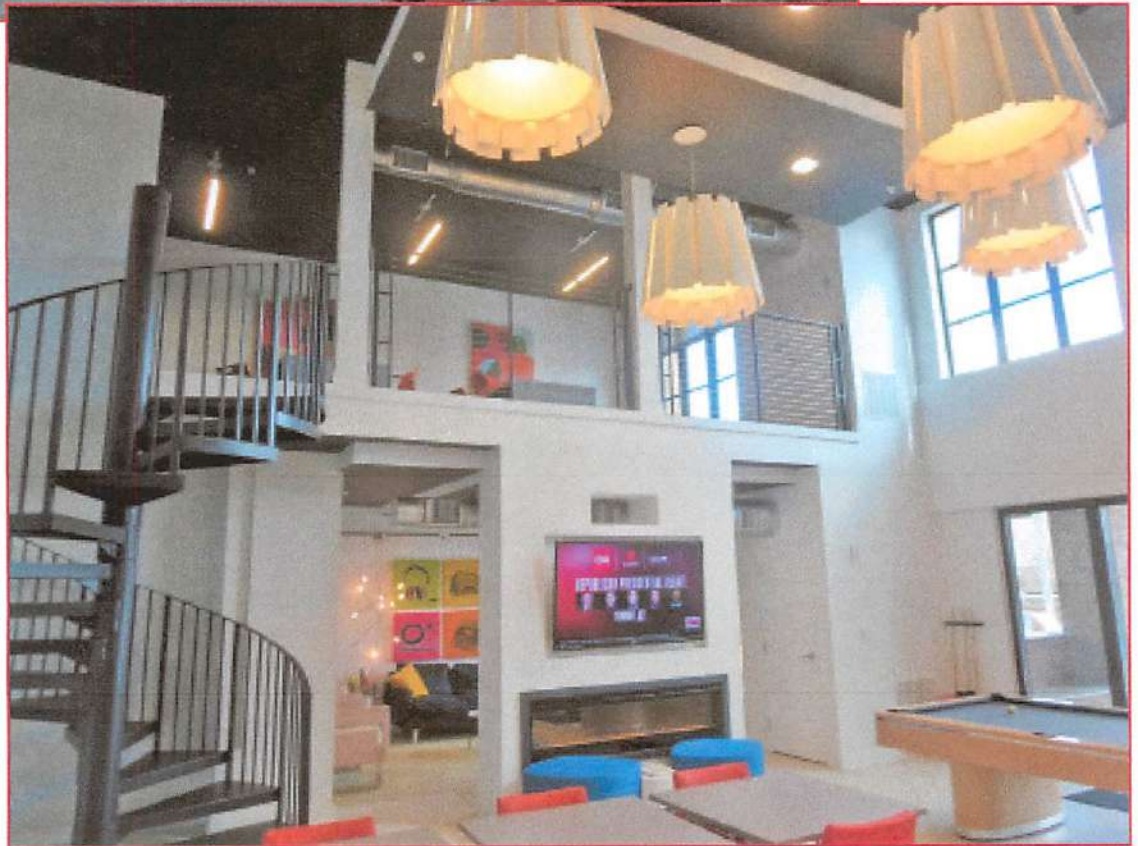


Figure 5 – View of the interior of student housing building.

possible) to a college campus, in an urban environment, where land prices are at a premium. This is particularly true after the first mega-sized student housing project breaks ground. Adjacent landowners cash in on the student housing potential by selling any and all property near campus at inflated prices. The inflated real estate prices directly contribute to the poor construction practices by forcing the developer to: 1) maximize the scale of the project, 2) value-engineer all of the best-practice details out of the project, 3) build to code-minimum standards, and 4) select low-bid contractors.

Unreasonable Contracts/Rushed Schedules

Because the economics of student housing are based on selling beds, most projects

are required to be completed in August, at the start of the fall semester, regardless of when the project was started. When a hard finish date is desired, contracts can become

unreasonable in terms of penalties and bonuses for late or early completion, respectively. The frenzy to complete projects in time to rent beds has resulted in haphazard

sequencing that has caused significant damage during construction.

A recent student housing project was damaged by water intrusion that was directed into the unprotected wood framing of the building due to improper sequencing of the roofing membrane and associated drains. This project required significant repairs before it was even completed.

Another project trapped water in the exterior wall assembly due to rain events that occurred while the walls were in a variety of stages of completeness. Areas of incomplete weather-resistant barrier (WRB) served to trap and funnel water into the wall assembly, where it remained while the wall construction continued, with no efforts to dry out the wall (Figure 4).

Misguided Budgets/Delivery Methods

With so much student housing being constructed, the competition for selling beds is stiff. Since students care most about convenience and amenities, and less about quality construction, construction budgets get trimmed in all of the wrong places. Specifically, in all of these markets

there appears to be an all-out amenity war. It is no longer acceptable to only have a pool, lazy river, and fitness center. To attract more students, most current projects include volleyball, a DJ booth, hip communal spaces, frequent social functions, and an array of promotional giveaway gear fashioned in school colors (Figure 5).

The money spent on amenities and marketing makes it difficult to maintain adequate budgets for anything above and beyond code-minimum construction. Most of the student housing projects investigated to date have been constructed to minimum standards and lack durability, as evidenced by construction litigation and/or repairs that commenced within only a few years after completion.

Value Engineering

“Value engineering” is the term used to describe an alternate product and/or detail that is associated with a savings in time and/or money that does not compromise the performance of the delivered product. It is unclear why the term “engineering” became associated with this process,

since engineers are rarely included. In most cases, this process is undertaken by the contractor and owner.

In the context of construction litigation, the author has observed that in nearly all cases in which value engineering was undertaken, the performance of the delivered product was compromised. While we have the technology and the products available to construct reasonably durable buildings, the specific product of mid-rise wood frame student housing is not conducive to implementing these “best-practices” due to schedule and budget constraints. In most cases, construction litigation is associated with these buildings being constructed to code-minimum standards, which (for this type of building) has repeatedly been found to be inadequate to provide reasonable durability as intended by the building code.

A recent example of a value engineering failure involved balcony waterproofing details. While the project plans depicted a well-known waterproofing system, a decision was made to replace the best-practices waterproofing system with a code-compliant waterproof coating over a flat wood balcony

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Figure 6 - View of water damage at balcony.

subfloor and cover the waterproofing with a concrete topping slab. Significant water intrusion and rot were documented within five years after the project was completed. The balcony repairs that are now required will be significant. Fortunately, no one was injured or physically harmed by the resulting damages (Figure 6).

Disconnected Occupants/Improper Repairs

In owner-occupied buildings, problems are typically dealt with as they present themselves. In apartment buildings, problems are dealt with when the issue becomes serious enough for the tenant to complain about it. In student housing projects, the occupants are more disconnected and are less likely to complain about issues until they disrupt their quality of life.

In order to keep the buildings occupied, significant repairs are rarely performed. The author has observed multiple “repairs” that were simply performed to mask a problem, such as towels stuffed along windowsills to soak up water and repeated applications of paint and caulk. To perform a proper repair would involve evaluating the cause

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L'arbre Blanc Branches Out

Photo by SFA+NLA+OXO+DR



Why We Need to Rethink the Business of Mid-Rise Wood Frame Student Housing

By Derek Hodgkin

While mid-rise wood frame construction has its own set of unique challenges,¹ the student housing version of this relatively new product represents the “perfect storm” where the risk of per-

formance issues is drastically increased.² This opinion is based on the extent of problems that the author has investigated over the past few years, as well as personal knowledge and observation of multiple student housing projects during construction. The frequency of student housing cases

(e.g., structural failure, water damage, etc.) seems to be increasing, as more of these buildings spend time in service and begin to show signs of distress. The author felt strongly enough about this issue to send the letter in *Figure 1* to two prominent national newspapers in early 2018:

Many college students are currently living in recently constructed mid-rise wood frame buildings that are intended to meet minimum building code requirements to be reasonably safe and durable. The mid-rise wood frame student housing business is huge. There has been such a tremendous amount of construction that competition to sell beds is fierce. The industry has responded by spending money on amenities and marketing gimmicks to attract students, rather than on improved construction quality. Our forensic engineering firm has investigated water intrusion, wood rot, termites, fire safety issues, and structural failures on more than 20 mid-rise wood frame projects in the last two years, and they are becoming more frequent.

Combining code-minimum construction with disconnected student occupants (who may occasionally be less than mature) is a terrible idea that has (and will continue) to result in problems. There is a reason that traditional university dorms were constructed to be institutional-grade buildings. To sit back and continue to defend our current path by saying that it is allowed by the building code is irresponsible and shows a lack of understanding. As a Professional Engineer, I am required to protect the welfare and safety of the public. Until the building code changes, or we figure out alternate ways to improve construction practices, we will continue to deal with predictable problems of safety and durability. Unfortunately, any significant changes in the building code are historically preceded by a tragedy. With as much evidence as we already have regarding performance issues, you would think that we could be proactive and make changes now, instead of waiting for the tragedy.

Students deserve safe and durable buildings; we are currently not doing a good job delivering. Just because something is allowed, or provides an attractive return on investment, does not make it a good idea. We have an opportunity to put the brakes on minimum code-compliant mid-rise wood frame student housing and implement requirements to improve construction practices. There are fellow engineers and architects, manufacturers of building components, and students and professors across the country who would likely be available to collaborate on revising existing standards and developing incentives for constructing better buildings. Others (elected officials, firefighters, building officials, and construction experts) are speaking out across the country to make changes to this segment of construction; now is the time to join the discussion, not after we allow more potential problems to be constructed!

We keep saying: “If you see something, say something.” I am saying something.

Derek Hodgkin, PE
Clemson, SC

Figure 1 – Letter to the editor sent March 18, 2018.

Figure 2 – View of damaged wood truss due to dynamic condition.



Figure 3 – View of collapsed floor framing.



After our most recent wood frame floor collapse case made national news in October of 2018, the letter above was sent again to both newspapers. They were asked to reconsider if the letter was relevant, and they were informed that the letter was responding to the floor collapse that was currently in the news. A response was never received from either newspaper, and the letter was never printed.

THE PROBLEMS

There are many factors that make the combination of mid-rise wood frame construction and student housing a predictable problem. Some of the factors are construction related and some are not, but all

can have an effect on the final product. The most significant factors are described below.

Inflated Real Estate Prices

Most student housing projects are located proximate (within walking distance if

I received a response from the newspapers that: 1) the topic was not relevant, and 2) I was not responding to anything.

Our firm has recently consulted on two collapses of wood frame floors and a collapse of a wood frame deck in student-occupied

buildings. College students have much greater potential of generating dynamic loading conditions on floor framing due to dancing and deciding to “see what happens if we all jump together!” as reported in one of our floor collapse cases (Figure 2).



Figure 4 – View of a building in various stages of construction.

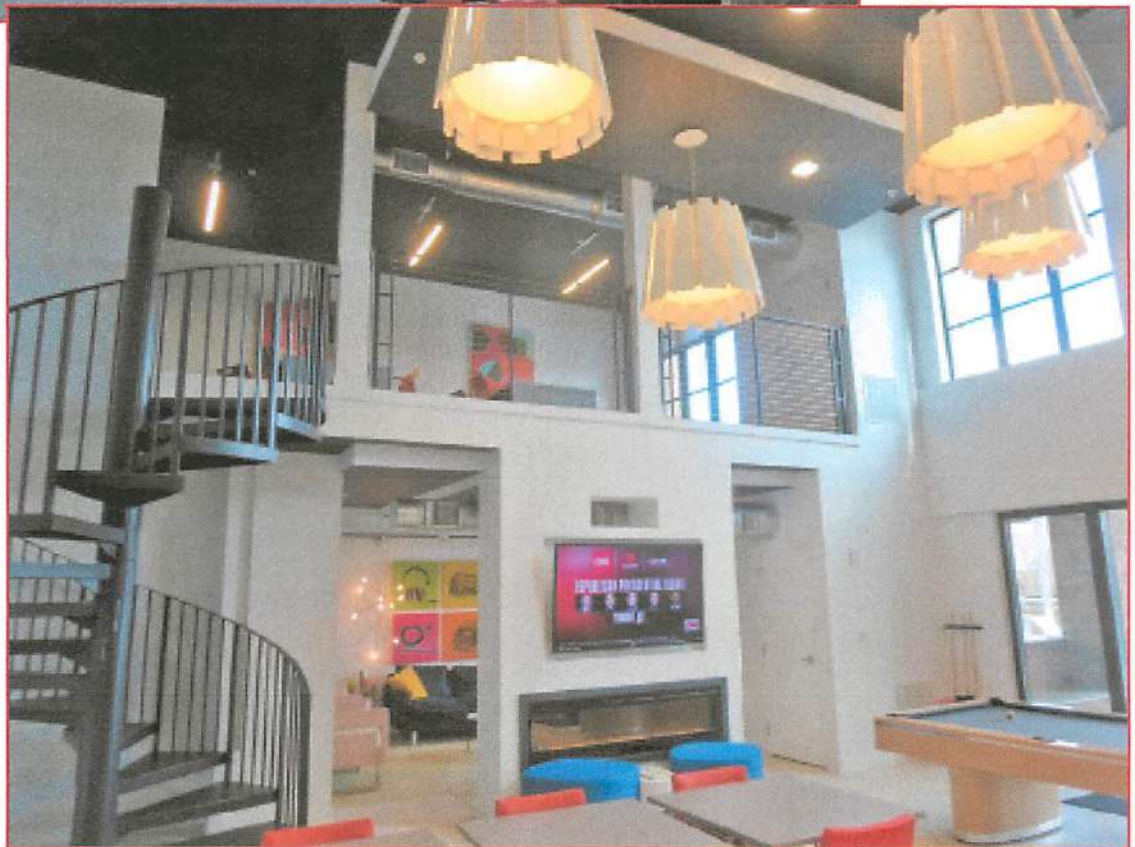


Figure 5 – View of the interior of student housing building.

possible) to a college campus, in an urban environment, where land prices are at a premium. This is particularly true after the first mega-sized student housing project breaks ground. Adjacent landowners cash in on the student housing potential by selling any and all property near campus at inflated prices. The inflated real estate prices directly contribute to the poor construction practices by forcing the developer to: 1) maximize the scale of the project, 2) value-engineer all of the best-practice details out of the project, 3) build to code-minimum standards, and 4) select low-bid contractors.

Unreasonable Contracts/Rushed Schedules

Because the economics of student housing are based on selling beds, most projects

are required to be completed in August, at the start of the fall semester, regardless of when the project was started. When a hard finish date is desired, contracts can become

unreasonable in terms of penalties and bonuses for late or early completion, respectively. The frenzy to complete projects in time to rent beds has resulted in haphazard

sequencing that has caused significant damage during construction.

A recent student housing project was damaged by water intrusion that was directed into the unprotected wood framing of the building due to improper sequencing of the roofing membrane and associated drains. This project required significant repairs before it was even completed.

Another project trapped water in the exterior wall assembly due to rain events that occurred while the walls were in a variety of stages of completeness. Areas of incomplete weather-resistant barrier (WRB) served to trap and funnel water into the wall assembly, where it remained while the wall construction continued, with no efforts to dry out the wall (Figure 4).

Misguided Budgets/Delivery Methods

With so much student housing being constructed, the competition for selling beds is stiff. Since students care most about convenience and amenities, and less about quality construction, construction budgets get trimmed in all of the wrong places. Specifically, in all of these markets

there appears to be an all-out amenity war. It is no longer acceptable to only have a pool, lazy river, and fitness center. To attract more students, most current projects include volleyball, a DJ booth, hip communal spaces, frequent social functions, and an array of promotional giveaway gear fashioned in school colors (Figure 5).

The money spent on amenities and marketing makes it difficult to maintain adequate budgets for anything above and beyond code-minimum construction. Most of the student housing projects investigated to date have been constructed to minimum standards and lack durability, as evidenced by construction litigation and/or repairs that commenced within only a few years after completion.

Value Engineering

“Value engineering” is the term used to describe an alternate product and/or detail that is associated with a savings in time and/or money that does not compromise the performance of the delivered product. It is unclear why the term “engineering” became associated with this process,

since engineers are rarely included. In most cases, this process is undertaken by the contractor and owner.

In the context of construction litigation, the author has observed that in nearly all cases in which value engineering was undertaken, the performance of the delivered product was compromised. While we have the technology and the products available to construct reasonably durable buildings, the specific product of mid-rise wood frame student housing is not conducive to implementing these “best-practices” due to schedule and budget constraints. In most cases, construction litigation is associated with these buildings being constructed to code-minimum standards, which (for this type of building) has repeatedly been found to be inadequate to provide reasonable durability as intended by the building code.

A recent example of a value engineering failure involved balcony waterproofing details. While the project plans depicted a well-known waterproofing system, a decision was made to replace the best-practices waterproofing system with a code-compliant waterproof coating over a flat wood balcony

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Figure 6 – View of water damage at balcony.

subfloor and cover the waterproofing with a concrete topping slab. Significant water intrusion and rot were documented within five years after the project was completed. The balcony repairs that are now required will be significant. Fortunately, no one was injured or physically harmed by the resulting damages (Figure 6).

Disconnected Occupants/Improper Repairs

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L'arbre Blanc Branches Out

Photo by SFA+NLA+OXO+DR

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**Sandy Springs bars wood framing in mid-
rise construction**

David Ibata

August 23, 2016

Sandy Springs bars wood framing in mid-rise construction

[News](#)

Aug 23, 2016

By [David Ibata](#), For the AJC

Over the objections of the wood products industry, the Sandy Springs City Council has approved a building code change to prohibit wood-framed construction for future buildings taller than three stories and larger than 100,000 square feet.

The city noted it had asked the Georgia Department of Community Affairs to review the ordinance amendment; the state said it had no comments on the proposal and that it was a local decision to adopt the change.

Supporters of the change cited safety issues, as well as matters of quality, durability and longevity of buildings in turning to steel and masonry. But the American Wood Council and Georgia Forestry Association objected, saying wood construction was more sustainable and that adoption of the ordinance could hurt the industry.

Mayor Rusty Paul said wood continues to be widely used in local construction. "I know how important wood products are for the state and region," he said, "but this change is not going to result in long-term damage" to Georgia's lumber industry.

**Stick-built apartments are a rising risk in
the Triangle**

**Brian Powell
October 5 & 6, 2019**

Stick-built apartments are a rising risk in the Triangle

By Brian Powell

October 06, 2019 12:00 AM, Updated October 05, 2019 11:00 PM

After Raleigh apartment fire, safety of wood construction questioned
Construction trends in apartment buildings made of wood place them all across the state's largest cities including Raleigh, Charlotte and Greensboro. By Molly Mathis

We all know the old folktale about the three little pigs – two built their houses out of quick and cheap materials like sticks and straw so that they could spend more time goofing off. The third spent more time building a strong house out of brick and stone. The first two pigs were devoured by a wolf, who easily blew down their houses. But the third pig was safe and sound in a sturdy home. The moral of the story is that investing more time up front to complete a task the right way, without cutting corners, leads to durability and security down the line.

So why are municipal leaders in the Triangle working with developers to cover our cities with dangerous, hastily constructed condos and apartment homes made out of sticks? The *News & Observer* and *Herald-Sun* recently reported that yet another mixed-use wood-frame apartment complex is slated to go up next to Durham Central Park soon, but it is past time for leaders to begin limiting the hazardous trend of wood constructed complexes taking over the city.

You've undoubtedly seen the buildings – blocky apartment complexes about five stories tall with a fresh coat of colorful modern paint. There's even a good chance you even live in one, as I do. After all, these housing complexes have gone up faster than weeds in Raleigh, Durham and all points in between. If you are a renter who needs to live close to the city, there are very few options that don't fit this mold.

Here's the problem: the projects we see going up around town are all made out of cheap wood – “stick” construction is the industry's term. This type of structure saves wealthy developers more money but renders buildings extremely vulnerable to fire (particularly during construction). Stick-built apartments in New Jersey (the now-infamous Avalon fires), Boston and West Oakland have gone up in flames within the last few years. Here at home, Raleigh suffered major fires to wood-built housing structures in 2016 and again in 2017. In fact, catastrophic fires in major metro areas are on the rise, according to a report released in May by the insurance rating firm AM Best. Bloomberg reports that, “Of the 13 U.S. blazes that resulted in damages of \$20 million or more in 2017, according to the National Fire Protection Association, six were at wood-frame apartment buildings under construction.”

To return to the three little pigs analogy — which buildings will remain strong when the next wolf comes to blow them down? North Carolina is experiencing an historic heat wave on the heels of historically intense storms, flooding and wildfires over the past few years. As climate change intensifies, extreme weather will only get worse. Does anyone believe these cheap wood mid-rises will stand the test of time?

Other communities have pushed back against this trend. Sandy Springs and Dunwoody, two suburbs of Atlanta, enacted bans on wood-frame buildings greater than three stories (the restrictions were later overturned by the Georgia legislature). It's time for Durham, Raleigh and all of our surrounding towns to do the same. Let's demand more from developers, rather than giving them carte blanche to cover our streets with cheap buildings that often paradoxically come with unaffordable rent. In the end, doing nothing is an unaffordable risk.

Brian Powell is an attorney living in Durham. He is on the staff of the NC Conservation Network, but this opinion is his own.



The March 7, 2017 fire destroyed the under-construction Metropolitan apartment building in the foreground, and damaged the Link Apartments, on the right, and the Quorum Center, in the rear. Travis Long tlong@newsobserver.com

Read more here: <https://www.heraldsun.com/opinion/article235805832.html#storylink=cpy>